

Purchasing conditions

1. General/scope of application

Purchasing conditions only apply to business transactions with entrepreneurs, legal entities under public law and fund assets under public law. We only recognise conflicting or different terms of business insofar as we explicitly consent to them in writing or in text form. The acceptance of goods or services or payment of the same does not signify consent, even if the services are accepted or paid for in the knowledge of conflicting or different terms of business of the supplier. These purchasing conditions also apply to future contracts with the supplier in respect of transactions of a related nature.

2. Conclusion of contracts and changes to contracts

2.1 Orders, contract offers, and delivery schedules must be made in text form as a minimum. Verbal agreements or agreements made by telephone must be confirmed by us in text form to be effective. The same applies to additions, amendments and additional agreements.

2.2 Quotes are binding and will not be reimbursed, unless otherwise explicitly agreed.

2.3 If the supplier does not accept the order within two weeks of receipt, we will be entitled to withdraw the order. Delivery schedules within the context of order and delivery planning become binding if the supplier does not object to them within two working days of receipt.

3. Delivery, transfer of risk

3.1 Agreed dates and deadlines are binding. Depending on the agreed delivery, the definitive criterion for compliance with the date or deadline will be receipt of the goods at the destination designated by us or provision of the products for collection in the supplier's factory at the appointed time.

3.2 If the supplier has accepted the installation or

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1. 通则/适用范围

本采购条款与条件仅适用于与企业、公法下的法人和公法下的专项基金之间的商业往来。冲突的或偏离的商业条款和条件只有在我方以书面或文本形式明确同意的情况下，才能得到我方的认可。货物或服务的接受或其款项的支付不构成对冲突或偏离条款的认同，即使是在对供应商的冲突或偏离条款和条件了解的情况下接受了货物或进行了付款。对于类似性质的交易，本采购条款和条件同样适用于与供应商将来签订的合同。

2. 合同签订和变更

2.1 订货、合同报价和按需交货至少需要以书面进行。口头或电话协议需要我方以书面形式确认后才能生效。这个条件同样适用于合同的补充、变更以及附加约定。

2.2 除非另有明确约定，否则估算报价具有约束力且不被补偿。

2.3 如果供应商在收到订单后两周内不接受订单，我们有权撤销该订单。如果供应商在收到订购和按需交货计划后的两个工作日内没有提出异议，则该计划范畴内的按需提货将具有约束力。

3. 交付，风险转移

3.1 约定的日期和期限具有约束力。是否能遵守约定的日期或期限的决定性条件是，根据所约定的交付方式，在由我方指定的目的地收到货物或产品在供应商处及时备好提货。

3.2 如果供应商负责安装或组装，则交付期是否满

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assembly, acceptance by us will be deemed definitive for compliance with the delivery deadline. The supplier will bear all the necessary expenses such as travel costs or providing tools.

3.3 If the supplier envisages difficulties that could prevent delivery in accordance with the stipulated quality or date, the supplier must inform us of this immediately.

3.4 Partial deliveries are impermissible, unless we have explicitly agreed to this or they are reasonable in our opinion.

3.5 The supplier will bear the risk of accidental loss, destruction or deterioration until such time as delivery is completed correctly in accordance with 3.1., or until acceptance of the service according to 3.2.

3.6 If the supplier is in default, we may demand a flat-rate compensation of 0.20% of the net price per calendar day, but a total of no more than 5% of the net price of the goods delivered late. We reserve the right to provide evidence that a higher loss has been incurred. The supplier reserves the right to provide evidence that no or only minimal loss has been occurred. Otherwise, statutory provisions apply.

3.7 Unconditional acceptance of the late delivery or service does not constitute a waiver of any claims we may have to compensation due to the delay in delivery.

3.8 On delivery, we will receive a non-exclusive right of use, unrestricted in terms of its duration or the location of use, to software forming part of the scope of delivery, including the documentation. Our right of use particularly includes loading the software, converting object code to source code, producing the appropriate number of backup copies, sub-licensing, rental, or any other form of forwarding of the software to companies affiliated to us.

3.9 The supplier shall package the goods so that the risk of transport/shipping damage is minimised.

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足的决定性条件为我方的验收。供应商承担所有必要的费用，例如差旅费或工具的提供。

3.3 如果预见到可能妨碍其保质或按时交货的困难，供应商必须立即通知我方。

3.4 不允许部分交货，除非我方已明确同意或可以令我方接受。

3.5 至3.1.所述的交货按规定完成或3.2.所述的工作验收结束之前，供应商承担货物方面的风险。

3.6 如果供应商不能按时交货，我方可以要求支付赔偿金，每个日历日以迟交货物净价的0.20%计算，但总数不超过迟交货物净价的5%。我方保留权利，证明因此产生了更高损失。供应商保留权利，证明因此没有或只是造成轻微损失。此外适用法律规定。

3.7 无保留的接受迟交货物或服务并不代表我方放弃由于延误而应有的索赔要求。

3.8 对于交货范围内的软件，包括资料，我方将获得非独家的、时间和地点无限制的使用权。我们的使用权特别包括加载软件、将目标代码转换为源代码、制作适当数量的备份副本、转授许可、出租或以其它方式将软件分发给我方关联公司。

3.9 供应商必须以最大限度地降低运输/发运损坏风险的方式包装货物。

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4. Force majeure

Measures as part of industrial disputes, force majeure, malfunctions arising through the fault of no party, unrest, official actions and other unavoidable events will exempt us from any obligation to deliver on time for the duration of the aforementioned incidents. If the supplier is beset by such events, we will be entitled during these events and for a period of two weeks after they have ended, without prejudice to any of our other rights, to withdraw either fully or partially from the contract if these events are not short-lived and our requirements are considerably reduced due to the fact that we consequently have to go elsewhere to procure our supplies and services.

5. Pricing, invoicing

5.1 The price indicated in the order is binding. The price includes packaging and statutory VAT, unless these are listed separately.

5.2 An invoice must be sent to us with specification of the invoice number; it must not be enclosed with consignments.

5.3 The invoice will be paid either within 10 days with a 2% discount or net within 30 days of the start of the payment term, subject to verification of the invoice.

6. Warranty

6.1 Quality and legal defects in the delivery are subject to statutory requirements, unless otherwise specified below.

6.2 On receipt of the goods, they will be inspected by us for obvious signs of damage, insofar of course as this is feasible according to the circumstances of the individual case and will not impede the due course of business. Any deficiencies identified during this inspection will be reported immediately upon discovery. We will also report any defects identified

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4.不可抗力

在劳资纠纷、不可抗力、无过失的生产中断、骚乱、官方措施和其它不可避免的事件的背景下采取的措施使我方免于在其存在期间及时验收的义务。如果此类事件发生在供应商处，我方有权在这些事件期间以及在终止后的两周内 - 在不影响我方其它权利的条件下 - 全部或部分退出合同，只要这些事件的持续时间不是微不足道的以及我方的需求由于需要另外采购而大大减少。

5.定价，发票

5.1 订单中所列出的价格具有约束力。如果没有单独列出，价格自动包括包装费用和法定增值税。

5.2 发票必须有发票号码直接发送我方；不允许在货物中夹带。

5.3 发票10天内支付享受2%的折扣，或在到期日后的30天内全额支付，但须经核实。

6.质保期

6.1 如果交付物存在实体和法律的缺陷，除下文另有说明外，适用法律规定。

6.2 到货时，我方只能根据个案的情况和在正常业务过程条件下，就明显的损坏对货物进行检查。检查发现的缺陷将被立刻指出。后来检测到的缺陷在发现后也将立即指出。

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later immediately upon discovery.

6.3 We have the right to specify the form of supplementary performance. The supplier can refuse to honour the form of supplementary performance we have chosen if it will only be possible with an unreasonable amount of expenditure. In the case of legal defects, the supplier will indemnify us from any claims of third parties, unless it is not responsible for the legal defect. The supplier shall be responsible for the actions of its sub-contractors in the same way as it is responsible for its own actions.

6.4 If the supplier does not meet its supplementary performance obligation within the deadline set by us, we may rectify the defect ourselves, without prejudice to any other rights, and demand reimbursement of expenses thus incurred and an appropriate advance payment on this.

6.5 If the supplier meets its supplementary performance obligation with a replacement delivery, the period of limitation will start again for the goods delivered by way of replacement, unless the supplier has expressly and appropriately reserved the right to perform the replacement delivery based solely on goodwill to avoid disputes, or in the interests of continuing the delivery relationship.

6.6 If we incur costs as a result of the defective delivery or service, in particular transport, infrastructure, labour, installation, removal or material costs, or costs for an incoming goods inspection beyond the normal scope, the supplier will bear these costs.

6.7 Apart from in cases of fraud, claims for defects will lapse after 3 years. This does not affect the longer periods of limitation under §§ 438 paragraph 1 no. 2, 479 paragraph 1 and 634a of the German Civil Code.

7. Rights of withdrawal and termination

7.1 In addition to the statutory rights of withdrawal,

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6.3 补救权利的行使和补救方式由我方选择。如果我方所提出的补救方式只能通过不合理投入才能实现，供应商可以拒绝。存在法律瑕疵的情况下，供应商还须免除我方对第三方索赔的法律责任，除非供应商本身对法律瑕疵不承担负责。对于其分包商的过错，供应商承担如同自身过错的相同责任。

6.4 分包商在我方规定的合理期限内无法履行其补救义务，我方可以自行弥补缺陷，并要求偿还必要的支出和合理的预付款，而我方其它权利不受影响。

6.5 如果供应商通过替代交付履行其补救义务，则对于替代物，失效期开始重新计算，除非供应商在补救时明确地且合适地保留权利，替代交付只是出于善意、为了避免纠纷或为了继续保持供应关系而采取的措施。

6.6 由于交付物的缺陷造成我方的成本，特别是运输、旅行、工作、安装、拆卸和材料成本或超出正常范围的到货检查费用，由供应商承担。

6.7 对缺陷的索赔失效期为3年，恶意为之除外。民法典第438条第1款第2项和第479条第1款和634a款不受影响。

7.解约和终止权利

7.1 除了法定解约权之外，如果供应商失去支付能

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we will also be entitled to withdraw from the contract if the supplier becomes insolvent, the supplier stops making payments, an application is made to open insolvency proceedings on the supplier's assets or the opening of insolvency proceedings on the supplier's assets is declined for lack of assets, or a significant deterioration in the supplier's financial circumstances has occurred or is liable to occur and there is a resulting risk that a delivery obligation towards us will not be met.

7.2 If a continuous obligation exists, the alternatives cited in section 7.1 provide grounds for terminating the contract without notice.

7.3 If we withdraw from or terminate the contract, the supplier shall reimburse us for any losses incurred as a result of this, unless the supplier is not responsible for the rights of withdrawal or termination occurring.

8. Completion of work

Persons who complete work on the factory premises in fulfilment of the contract must observe the statutory and corporate provisions for orderliness and safety. Liability for accidents befalling these persons on the factory premises is excluded, insofar as such accidents were not caused by a deliberate or grossly negligent breach of duty by our statutory representatives or vicarious agents.

9. Supplies

Parts ("supplies") provided by us in return for a payment or free of charge remain our property. These parts supplies only be used for their intended purpose. Supplies are processed and assembled on our behalf. There is a consensus that we are co-owners of the products manufactured using our parts in the proportion of the value of the supplies in relation to the value of the overall product. To this extent, the supplier stores these manufactured products on our behalf. We retain co-ownership of

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力、供应商停止付款、对供应商的资产申请了破产程序、或者供应商的破产程序因资产不足而被拒、或者供应商财务状况严重恶化或即将恶化从而危及对我方履行交付义务时，我方有权解除合同。

7.2 如果存在永久性债务，按照上述第7.1款可立刻终止合同。

7.3 我方退出或解除合同，供应商须赔偿因此而造成的我方损失，除非供应商对合同退出和解除的理由不承担责任。

8. 合同的履行

为履行合同而在厂区内工作的人员必须遵守有关安全和秩序的法律和操作规定。我方不承担这些人员在厂区内发生事故的责任，除非这些事故是由于我方法定代表人或履约助手蓄意或严重疏忽失职而造成的。

9.提供物

付费或免费由我方提供的物件("提供物")为我方所有。这些物件仅允许用于规定的用途。"提供物"的加工和组装为我方完成。双方同意，按照所"提供物"的价值与产品价值比例，我方拥有使用我方"提供物"制成的最终产品的部分所有权，供应商为我方进行保管。我方保留对使用由我方"提供物"生产的产品的部分所有权，直至我方通过"提供物"而产生的要求得到完全满足。

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the products manufactured using our supplies until such time as our claims created as a result of providing the supplies have been fully met.

10. Documents and secrecy

10.1 All commercial or technical information made available by us, regardless of the form in which it was issued and regardless of the storage medium, e.g. calculations, drawings and models, must, while and insofar as it is not demonstrably publicly known, be kept secret from third parties and may only be disclosed to those persons who need this information to meet their contractual obligations towards us, and who have also been bound to secrecy. Such information must not – apart from where required for deliveries to us – be reproduced, be used for commercial purposes, or be passed to third parties. At our request, all information emanating from us, including any copies made, and any items handed over must be returned to us immediately and in full, or be destroyed, at our discretion. We reserve ownership and all rights to such information (including copyrights and the right to apply for industrial property rights). Insofar as this information has been disclosed by third parties, this reservation of rights also applies in favour of these third parties.

10.2 Products that have been produced according to documents drafted by us, such as drawings, models, or according to our confidential information or with our tools or reconstructed tools, must not be used by the supplier itself or be offered or supplied to third parties by the supplier.

11. Export control

11.1 The supplier is obliged to inform us in writing of any secrecy obligations or restrictions on (re-)exports of its goods in accordance with German and European export and customs regulations and the export and customs regulations of the country of origin of its goods in its commercial documents.

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10. 资料和保密

10.1 由我方提供的所有商业或技术信息，如计算、图纸和模型，无论以何种形式散发，无论采用存储介质，只要能证明它们不为公众所知，就必须对第三方保密，而且只允许提供给为了满足合同义务而需要的、并且做过保密承诺的人员。未经我方事先书面同意，此类信息（除了交付给我们）不得复制或进行商业使用或向第三方披露。我方提出要求时，所有来自我方的信息，包括所制作的任何副本和遗留的任何物品，必须立即、完整地按照我方选择进行退还或销毁。我方保留此类信息的所有权以及其它一切权利（包括版权和注册知识产权的权利）。如果信息是第三方提供的，这种权利保留也适用于第三方。

10.2 根据我方设计的资料，例如图纸、模型或根据我方的机密信息或使用我方的工具或复制的工具制造的产品，供应商不得自己使用，或提供出售给第三方。

11. 出口管制

11.1 供应商有义务按照德国和欧洲的出口和海关规定以及其货物原产国的出口和海关规定，以商业文件形式知会我方其（重新）出口货物的授权要求或限制。同样，供应商有义务在订单确认的同时以书面形式通知我方与其货物及其组件有关

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Similarly, the supplier is obliged to inform us in writing of all other trade data pertaining to its goods and the constituent parts of these goods on confirmation of the order and to inform us of any changes to the aforementioned information immediately (prior to delivery of any goods affected by such changes).

11.2 The supplier is obliged to procure all the necessary documents and approvals (export permit, customs papers, declarations of origin, etc.) at its own expense and under its own responsibility, and to settle all duties and taxes owed. If necessary, the supplier shall provide us with a supplier's declaration and all other documents required by the customs administration or any other authority free of charge.

12. General provisions

12.1 If one of the clauses of these provisions and any other agreements made becomes ineffective, this shall not affect the validity of the remaining provisions. The contracting parties are obliged to replace the ineffective clause with a clause that most closely reflects the commercial impact of the ineffective clause.

12.2 Contractual relations are subject exclusively to German law to the exclusion of the conflict of laws and the UN Convention on Contracts for the International Sale of Goods (CISG).

12.3 The place of jurisdiction for all legal disputes arising directly or indirectly from contractual relationships on which these purchasing conditions are based is Lampertheim. We are also entitled to bring an action against the supplier at the court responsible for the location of its headquarters or branch office or at the court responsible for the place of fulfilment at our discretion.

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的所有进一步贸易数据，并立即（在交付受影响的相关货物之前）通知我们上述数据的任何变更。

11.2 供应商有义务自行决定并自费购买所有必要的文件和许可证（出口许可证、海关文件、原产地声明等），并支付所有适用的关税和税费。如有必要，供应商应免费向我方提供供应商声明或其它所有海关管理部门或其它当局要求的文件。

12.通用规定

12.1 如果本采购条款条件其它所涉及的协议的某一条规定无效或失去效力，其余部分的有效性不受影响。缔约方有义务，用经济效果尽可能相似的规定取代无效规定。

12.2 合同关系完全由德国法律管辖，冲突法和联合国销售公约（CISG）不适用。

12.3 依据本采购条款与条件的合同关系直接或间接引起的所有诉讼争议管辖法院所在地为 Lampertheim。我方另外有权选择，在供应商经营地点或分支机构或合同履行地的法院对其提出起诉。