

Purchasing Terms

1. General - Scope

Our Terms and Conditions of Purchase apply to all orders of CSW, unless the Supplier concludes any other delivery contract with us that governs the procurement of products and product-related works / services.

Our conditions of purchase apply exclusively; We do not recognize any conflicting or deviating conditions of the supplier, unless we have expressly agreed to their validity in writing. Our Terms of Purchase shall also apply if we unconditionally accept the Supplier's delivery in the knowledge of conflicting or deviating conditions of our Supplier. They also apply to all future business relationships, even if they are not expressly agreed again.

All agreements made between us and the supplier for the purpose of executing this contract shall be set out in writing in this contract.

Our terms of purchase apply exclusively to entrepreneurs.

2. Offer – Offer Documents

The supplier is obliged to accept our order within a period of two weeks. We only accept the order confirmation if it reaches us (also) electronically (online).

Deviations from the Purchaser's conditions of purchase contained in the Supplier's confirmation letter shall only be accepted as binding if confirmed in writing by us. Silence is not a confirmation. Otherwise the conditions of purchase of the client apply exclusively to the order. After the deadline, we can cancel the order without consequences.

We reserve ownership and copyrights to illustrations, drawings, calculations and other documents handed over to the supplier; they may not be made accessible to third parties without our express written consent. They are to be used exclusively for production on the basis of our order. After completion of the order, they must be returned to us unsolicited. They are to be kept secret from third parties. In this respect, the provision of chapter 9 (4) applies in addition.

If the supplier violates any of the above obligations, he is liable for damage compensation, unless he is not responsible for the breach of duty.

3. Prices – Terms of Payment

The price stated in the order is binding. Unless otherwise agreed in writing, the price includes delivery DDP (Incoterms 2010), including packaging. The return of the packaging material requires a separate agreement.

Prices are exclusive of applicable VAT. This must be shown separately in the invoice.

We can only process invoices if we receive them (also) electronically (online), separately from the delivery of goods, and they - in accordance with the specifications of our order - indicate the order number given there; The supplier is responsible for all consequences arising from non-compliance with this obligation, unless he can prove that he is not responsible for them.

Unless otherwise agreed in writing, we pay the purchase price on the 15th day of the month following the delivery with a 3% discount or within 30 days after receipt of the invoice net.

We are fully entitled to the statutory set-off and retention rights. We are entitled to assign all claims arising from the purchase agreement without the consent of the supplier. The supplier is not entitled to assign claims from the contractual relationship to third parties without prior written consent from us.

4. Delivery – Delivery Time - Penalty

The delivery time specified in the order is binding. For the adherence to a delivery date it depends on the receipt of the delivery at the place of destination. If an acceptance has been agreed or is provided for by law, it depends on the successful acceptance by a person authorized by us for this purpose.

The supplier is obliged to notify us immediately in writing if circumstances occur or become apparent to him, from which it emerges that the conditional delivery time cannot be met.

In case of default of delivery, we are entitled to the legal claims. In particular, we are entitled, after fruitless expiry of a reasonable period, to demand damages instead of performance and rescission. If we demand damages, the supplier has the right to prove that he is not responsible for the breach of duty.

Furthermore, we are entitled to demand a contractual penalty of 0.1% of the net delivery value per working day, but no more than 5% of the net delivery value. The reservation of the contractual penalty must be declared to the supplier no later than 10 working days, calculated from receipt of the delayed delivery. Working days are the days from Monday to Friday. We are entitled to claim a contractual penalty in addition to the performance. Further claims and rights on our part remain reserved. The contractual penalty paid shall be offset against a claim for damages.

The supplier is responsible for providing the deliveries and services (uniformly referred to as "deliveries"). Subcontracts may only be awarded by the supplier with our prior written consent. The supplier is liable for the fault of his vicarious agents as for his own fault.

We are entitled to demand changes in terms of design, delivery and delivery time for orders that are not yet fully fulfilled, provided that we have a comprehensible interest, the supplier is technically capable of making the change and the requested modification is reasonable.

All costs, expenses, damages, etc. incurred as a result of a delay in delivery, in particular extra freight costs for express and express consignments, shall be borne by the supplier.

5. Transfer of Risk - Documents

Unless otherwise agreed in writing, the delivery shall be made "DDP" (Incoterms 2010), the risk is transferred to us if the delivery has been duly delivered and accepted.

The supplier is obliged to indicate exactly our order number on all shipping documents and delivery notes; If he fails to do so, delays in the processing are not our responsibility.

6. Quality

The Supplier warrants that its goods and services have the characteristics, quality and quality characteristics specified in the order and that they correspond to the specifications, drawings, samples and other descriptions provided by us.

The supplier has to carry out a quality control which is suitable according to the type and scope and which is state-of-the-art. If (initial) samples are requested, the supplier may only start series production if we have given our express written approval.

We expect the supplier to constantly update the quality of its products to be supplied to us with state-of-the-art technology and to point out possible improvements and technical changes. Changes to the delivery item, however, always require our prior written consent.

The supplier guarantees the fulfilment of all relevant international safety and environmental regulations and additions required by us

7. Inspection of Defects – Liability for Defects

We are obliged to inspect the goods within a reasonable period for any quality deviations; the complaint is timely, provided that it is received by the supplier within a period of one week from the date of receipt of the goods or in the case of hidden defects after discovery. In the case of obvious defects calculated from the day of delivery to us, in the case of hidden defects calculated from the day of first recognizability. As far as we have made a special quality assurance with the supplier, this applies as a priority.

The statutory warranty claims are unconditional to us; In any case, we are entitled to demand from the supplier, at our discretion, removal of defects or delivery of a new item. In this case, the supplier is obliged to bear all expenses necessary for the purpose of remedying the defect or the replacement. The right to compensation, in particular for damages instead of performance, is expressly reserved.

We are entitled, at the expense of the supplier, to remedy the defect or, if it is not possible or particularly uneconomical in the nature of the matter, to undertake a cover purchase if the supplier is in default or has special urgency. Claims for damages that have not arisen on the delivery item itself shall be entitled to us to the statutory extent if the supplier is responsible for intent or gross negligence or a culpable breach of a material contractual obligation. Claims for damages are not excluded, even if and to the extent that the supplier has coverage within the framework of his liability or product liability insurance. In addition, we charge an administrative and handling fee of € 120 for each notification of defects.

The period of limitation is 36 months from the transfer of risk.

8. Product Liability – Indemnification – Liability Insurance

As far as the supplier is responsible for a product damage, he is obligated to indemnify us in this respect on the first request of claims for damages of third parties, including the necessary costs of defence of these claims, as the cause of this product damage in his domination and organization and he is in the external relationship itself liable.

If we have to carry out a product recall on the basis of a claim within the meaning of chapt. 7 (1), the supplier is obligated to reimburse us all expenses in accordance with relevant legal regulations arising out of or in connection with the recall action carried out by us result. Further legal claims on our part remain unaffected.

We will inform the supplier - as far as possible and reasonable - about the content and scope of the recall and give him the opportunity to comment.

The supplier undertakes to conclude and maintain a product liability insurance with an appropriate coverage for personal injury and property damage. He is obliged to give us the scope and amount of coverage on request. Insofar as we are entitled to claims that go beyond the coverage agreed by the supplier, these remain unaffected.

9. Property Rights

The supplier warrants that in connection with his delivery no rights of third parties will be violated.

If we are claimed by a third party for infringement of property rights, the supplier is obligated to exempt us from these claims upon first written request; We are not entitled to make any agreements with the third party without the consent of the supplier, in particular to conclude a settlement.

The indemnification obligation of the supplier refers to all expenses that necessarily accrue to us from or in connection with the claim by a third party.

The supplier's obligation to provide a contract of first delivery does not apply if the supplier has produced the delivery items according to drawings, models or any other descriptions or specifications given by us and does not know or in connection with the products he has developed that: thereby infringing property rights.

The limitation period for these indemnification claims is 3 years, calculated from our knowledge of the claim by the third party.

10. Retention of Title – Provision - Tools

All parts provided by us (reserved goods) and tools remain our property. Processing or transformation by the supplier are made for us. If our reserved goods are processed with other objects not belonging to us, we acquire co-ownership of the new object in proportion to the value of our goods (purchase price plus VAT) to the other processed objects at the time of processing.

If the item provided by us is inseparably mixed with other items not belonging to us, we acquire co-ownership of the new item in proportion of the value of the reserved item (purchase price plus VAT) to the other mixed items at the time of mixing. If the mixing takes place in such a way that the supplier's item is to be regarded as the main item, it shall be deemed to have been agreed that the supplier assigns proportional co-ownership to us; the supplier stores the sole ownership or co-ownership for us free of charge.

The supplier is obliged to use the tools exclusively for the production of the goods ordered by us. The supplier is obligated to insure the tools belonging to us at replacement value against fire, water and theft damage at his own expense. At the same time, the supplier hereby assigns to us all compensation claims from this insurance; We accept the assignment. The supplier is obliged to carry out any required maintenance and inspection work on our tools as well as all maintenance and repair work at his own expense in good time. He must notify us of any incidents immediately; If he fails to do so culpably, claims for damages remain unaffected.

The supplier is obliged to keep all illustrations, drawings, calculations and other documents and information strictly confidential. They may only be disclosed to third parties with our express consent. This secrecy obligation also applies after execution of this contract; It expires if and insofar as the manufacturing knowledge contained in the provided illustrations, drawings, calculations and other documents has become generally known.

Insofar as the security interests to which we are entitled pursuant to chapt. 1 and/or chapt. 2 exceed the purchase price of all our unpaid reserved goods by more than 10%, we shall be obliged to release the security interests at our discretion upon request of the suppliers.

11. Secrecy

The supplier is obliged to provide all details of our business relationship, e.g. all illustrations, drawings, calculations and other documents and information (hereinafter "Confidential Information") that it receives, whether deliberately or accidentally, from us, must be kept strictly confidential. They may not be used by the supplier for their own purposes or made accessible to third parties. The supplier has to return the confidential information to us free of charge, without request, as soon as it is no longer needed to execute the order.

Delivery items that are made according to documents designed by us (such as drawings, models and the like) or according to our confidential information or with our production or copied manufacturing means also constitute confidential information as defined in the preceding clause.

The secrecy obligation continues to apply after the end of this contract; it only expires if and insofar as the confidential information has become generally known.

The supplier undertakes to pay a contractual penalty of 20 % of the order value in the event of an infringement of these confidentiality obligations, unless he is not responsible for the infringement. In addition, in the case of particularly serious infringements, we are entitled to dissolve the entire contractual relationship with the supplier without notice and compensation and, if necessary, to reclaim already paid payments. A particularly serious infringement exists if the supplier passes on his acquired or obtained knowledge to third parties competing with us. We reserve the right to assert this penalty until the final payment.

12. Jurisdiction – Place of Performance – Applicable Law

Place of fulfilment and exclusive place of jurisdiction for deliveries and payments (including check claims) as well as all disputes between the parties resulting from the contracts concluded between them is our place of business, insofar as the supplier is a merchant within the meaning of the German Commercial Code. However, we are entitled to sue the supplier at the place of his place of business.

The law of the Federal Republic of Germany applies excluding the uniform UN sales law (CISG = United Nations Convention on Contracts for the International Sale of Goods of 11.04.1980).

Should any provision of these General Terms and Conditions of Purchase be or become ineffective or impracticable, this shall not otherwise affect the validity of the General Terms and Conditions of Purchase.