



**VERBINDUNGSTECHNIK**

## **Terms and Conditions of Purchase**

### **1. general provisions**

- 1.1 These Terms and Conditions of Purchase shall apply to all orders for Fuchs + Sanders Schrauben-Großhandels GmbH + Co. KG - hereinafter referred to as F+S - unless expressly agreed otherwise in writing. The supplier's general terms and conditions do not apply; in particular, they do not apply even if the supplier has referred or refers to them (e.g. in offers or order confirmations) and no objection is made to individual terms and conditions.
- 1.2 Orders from F+S are binding if they are placed in writing. The supplier must confirm the order from F+S in writing or by e-mail without delay. If this is not done within 3 working days after the order date, F+S shall be entitled to revoke the order. The supplier cannot derive any claims from this.

### **2. Delivery and shipping**

- 2.1 Delivery shall be made in accordance with the order and these Terms and Conditions of Purchase. If the supplier realises that it is unable to fulfil its delivery on time, in whole or in part, it must inform F+S of this in writing without delay, stating the reasons and the expected duration of the delay.
- 2.2 The supplier shall comply with the shipping instructions of F+S and the forwarder or carrier. The order and article numbers of F+S must be stated in all shipping documents, letters and invoices.
- 2.3 Costs of transport, including packaging, insurance and all other ancillary costs, shall be borne by the supplier unless otherwise agreed in writing.
- 2.4 For deliveries, only Euro pallets are accepted according to the GS1 quality classification in minimum standard "B". If a Euro pallet does not comply with the specifications of this quality classification, F+S reserves the right to charge the supplier the procurement price incurred by F + S for the pallet. The supplier is free to provide evidence of a low unit price.

### **3. Delivery periods, delivery dates**

- 3.1 The delivery periods or dates stated in orders are binding and are to be understood as referring to arrival at the place of performance. If one calendar week has been agreed as the delivery date, the goods shall be delivered by the close of business of F+S on Friday of the relevant calendar week at the latest.
- 3.2 F+S is entitled to refuse to accept goods that are not delivered on the delivery date specified in the order and to return them at the expense and risk of the supplier. If the goods are not rejected, they shall be stored at F+S until the agreed delivery date



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at the expense and risk of the supplier. Partial or excess deliveries shall only be made with the written consent of F+S.

3.3 If the delivery time is delayed, F+S shall be entitled to demand a lump-sum compensation from the supplier for each commenced week of the delay in the amount of 1% of the value of the delivery that was not delivered on time, but no more than 10% of this delivery value. The supplier is free to provide evidence of a lesser damage. The assertion of legal rights remains unaffected by this.

### **4. Quality and acceptance**

4.1 The supplier is obliged to carry out quality assurance in accordance with the current state of the art and to prove this to F+S upon request. F+S reserves the right to specify the type and scope of quality assurance by concluding a corresponding agreement.

4.2 F+S reserves the right to inspect the goods immediately upon receipt for obvious and visible defects and to accept them only after doing so. In the event of a complaint, the supplier may be charged with the costs of inspection and replacement delivery. For any type of defect, the period for giving notice of defect shall be 30 days from the date on which it is detected. The supplier waives the objection of late notification of defects.

4.3 The values determined during the incoming goods inspection are binding for dimensions, weights and quantities of a delivery.

### **5. Ban on chemicals, hazardous substances, environmental protection and packaging law**

5.1 The supplier warrants to F+S that the goods delivered by it are free of prohibited substances in accordance with the Annex to Section 1 of the Ordinance on Prohibitions and Restrictions on the Placing on the Market of Hazardous Substances, Preparations and Products under the Chemicals Act (Chemicals Prohibition Ordinance) as amended from time to time.

5.2 The Supplier undertakes to comply with the REACH Regulation (Regulation EC No. 1907/2006) with regard to the delivered goods, including packaging. In particular, it assures that the delivered goods/products and their packaging do not contain any substances of the respective current candidate list according to Art. 53 (1) of the Regulation in an amount exceeding 0.1% by mass (SVHC substances). The supplier shall be obliged to (pre-)register all substances delivered to F+S itself or by its own suppliers, insofar as it is subject to registration obligations under REACH. If the supplier itself is not required to register under the REACH Regulation, it shall oblige its own suppliers to comply with their obligations under REACH.

The aforementioned obligations apply accordingly (with the exception of the registration obligations) if the supplier is based in a non-EU country. In particular, it must announce if a SVHC substance is present in a concentration greater than 0.1% by mass or if substances covered by REACH may be released during normal and foreseeable use.

The supplier guarantees that all products comply with the requirements of the RoHS Directive 2011/65/EU. The Supplier shall reimburse all damages and expenses (including costs of legal action) and for all claims of third parties based on a violation of the RoHS Directive or other applicable environmental regulations for which the Supplier is responsible.

5.3 The supplier confirms that all packaging subject to system participation pursuant to the VerpackG participates in a dual system pursuant to Section 7 VerpackG, has been registered with the Stiftung Zentrale Stelle Verpackungsregister (Central Agency Packaging Register - ZSVR) pursuant to Section 9 VerpackG and that a data report has been submitted pursuant to Section 10 VerpackG.

If the supplier fails to report the transferred packaging subject to system participation or does not transfer this obligation to its initial distributor, it shall indemnify F+S against any damages (in particular fines) arising from the failure to report.

With regard to any transport packaging and packaging not subject to system participation used by the Supplier, the Supplier guarantees that it will comply with the obligations set out in Section 15 of the German Packaging Act (VerpackG).

## **6. Prices and terms of payment**

6.1 The agreed prices are fixed prices. If no special agreement has been made, these prices are understood to be free works duty paid (DDP according to Incoterms 2010) including packaging. VAT is not included. The supplier shall bear the material risk until acceptance of the goods by F+S or an agent at the place where the goods are to be delivered, as specified in the order.

6.2 Invoices shall be issued stating the order and item numbers immediately after dispatch of the goods. VAT shall be shown separately.

6.3 Unless otherwise agreed in writing, payment of the invoice shall be made either within 14 days with a 3% discount or within 30 days net from the due date of the payment claim and receipt of both the invoice and the goods or performance of the service. Payment shall be made subject to review of the invoice.



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### **7. Set-off and assignment**

7.1 The Supplier shall only be entitled to set off undisputed or legally established claims.

7.2 The assignment of claims against F+S shall only be effective with its written consent.

### **8. Warranty**

8.1 The Contractor's warranty obligation shall be governed by the statutory provisions, unless otherwise stated below. The supplier shall indemnify F+S upon first request against all claims of third parties which are raised due to defects, infringement of third-party property rights or product damage to its delivery.

8.2 In accordance with the statutory provisions, the Supplier shall be liable in particular for ensuring that the goods have the agreed quality at the time of transfer of risk. In any case, those product descriptions which - in particular by designation or reference in the order - are the subject matter of the respective contract shall be deemed to be an agreement on the quality.

8.2 The warranty period shall be at least 12 months from delivery at the place of performance. If the statutory warranty period is longer, this shall apply.

8.3 In the event of a defective delivery, the supplier shall, at the discretion of F+S, provide a replacement free of charge, grant a price reduction in accordance with the statutory requirements on such reductions or remedy the defect free of charge. In urgent cases, F+S shall be entitled - after consultation with the supplier - to remedy the defects itself or to have them remedied by a third party or to obtain a replacement elsewhere at the expense of the supplier. The same applies if the supplier is in default with the fulfilment of its warranty obligation. If, in accordance with the statistical test procedure specified in the order, it is determined that the maximum percentage of defects permissible has been exceeded, F+S shall be entitled to assert claims for defects with regard to the entire delivery or to inspect the entire delivery at the expense of the supplier.

8.4 The Supplier shall be liable for replacement deliveries and rectification work to the same extent as for the original delivery item, i.e. also for transport, travel and labour costs, without limitation hereof. The warranty period for replacement deliveries shall commence at the earliest on the date of arrival of the replacement delivery.

8.5 The supplier shall be obliged to reimburse F+S for reasonable costs for a recall action based on product liability law.



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### 9. Product liability

- 9.1 If the supplier is responsible for product damage, it shall indemnify F+S against third-party claims in this respect.
- 9.2 Within the scope of its indemnification obligation, the supplier shall reimburse expenses pursuant to Sections 683 and 670 of the German Civil Code (BGB) arising from or in connection with a claim by third parties, including recall campaigns carried out by F+S. F+S shall inform the supplier about the content and scope of recall measures - as far as possible and reasonable - and give the supplier the opportunity to comment. Further legal claims remain unaffected.
- 9.3 The Supplier warrants the existence of adequate product liability insurance.

### 10. Subcontractors

Without the prior written consent of F+S, the supplier shall not be entitled to have the service owed by it provided by third parties (e.g. subcontractors).

### 11. Secrecy

- 11.1 The supplier is obliged to treat the orders of F+S and all details related thereto confidentially as business secrets. This does not include the disclosure of information that is necessarily required for the fulfilment of the order, e.g. weight information for transport to the place of delivery.
- 11.2 Drawings, drafts, samples, manufacturing specifications, internal company data, etc., which we have provided to the suppliers for the purpose of submitting an offer or executing an order, shall remain the property of F+S. They may not be used for other purposes, reproduced or made accessible to third parties and must be stored with the appropriate care.
- 11.3 The supplier may only include them in a reference list with the prior written consent of F+S.

### 12. Third-party property rights

The supplier assures that the rights of third parties do not conflict with the intended use of the purchased goods, in particular that the property rights of third parties are not infringed. If F+S is nevertheless sued for a possible infringement of third-party rights, e.g. copyright, patent and other industrial property rights, the supplier shall indemnify it against such claims and against any related performance.

### 13. Place of performance

The place of performance for all obligations arising from this contract is Lotte.



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**14. Choice of law and place of jurisdiction**

The place of jurisdiction is Steinfurt. F+S may also, at its discretion, sue the supplier before the court having jurisdiction over its registered office.

German law shall apply exclusively to the exclusion of the conflict of laws and the UN Convention on Contracts for the International Sale of Goods (CISG). The Incoterms 2010 shall apply.

**15. Code of Conduct**

The supplier undertakes to observe and comply with the contents of the Code of Conduct of F+S, which is published on [www.fuchssanders.de](http://www.fuchssanders.de). F+S expects its suppliers to comply with the 10 principles of the UN Global Compact.

**16. Severability clause**

Should one of these provisions be or become legally invalid in whole or in part, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by a provision that comes as close as possible to the legally permissible material content.

**Fuchs + Sanders Schrauben Großhandels GmbH & Co. KG**  
**Im Westerfeld 1 49504 Lotte**

Sources: [www.gs1-germany.de](http://www.gs1-germany.de)