

KOWNATZKI Premium Gears GmbH
Weckstraße 19, D-79664 Wehr (Deutschland)

General Terms and Conditions of Purchase

1. General, Scope

1.1. The General Terms and Conditions of Purchase of KOWNATZKI Premium Gears GmbH shall apply exclusively to all business relations with the Supplier; all other terms and conditions of the Supplier deviating from or contradictory to our General Terms and Conditions of Purchase shall not be recognized unless we expressly agree to such terms and conditions in writing. Our General Terms and Conditions of Purchase shall also apply in cases when we accept delivery without reservation despite knowledge of contradictory or deviating terms and conditions of the Supplier.

1.2. The Supplier's offers and consultation are at no charge to us. The Supplier must adequately inform itself concerning details that influence the order of KOWNATZKI Premium Gears GmbH.

1.3. All agreements between the Supplier and ourselves which have been reached for the purpose of executing this contract shall be put down in writing in this contract. Any changes or amendments shall be in written form in order to be valid and binding.

1.4. These General Terms and Conditions of Purchase shall only apply vis-à-vis entrepreneurs, governmental entities, or special governmental estates in the meaning of § 310 para. 1 BGB (German Civil Code). Our General Terms and Conditions of Purchase shall apply to all future business with the Supplier even if not expressly agreed again.

2. Orders, Order documents

2.1. The Supplier shall be obliged to accept our order within a period of two weeks.

2.2. We shall retain the title and copyright to all drawings, illustrations, plans, calculations and other documents and information even if electronically stored or transmitted. They may not be supplied to third parties without our express written consent. They shall be used solely for the purpose of processing the order at hand; upon completion of the order, they are to be returned to us without any request to that effect on our part. They shall not be disclosed to third parties, see also section 9.3. of these General Terms and Conditions of Purchase.

3. Prices, Delivery, Packaging, Payment conditions

3.1. The price specified in the order is binding. Unless provided otherwise in writing, the price includes delivery "free domicile" (DDP according Incoterms 2010), as well as packaging. The return of packaging requires special agreement.

3.2. The delivery and shipping provisions specified by us shall be observed. Packaging shall be limited to what is needed to protect the goods and may consist only of environmentally sound and recyclable materials. Unless otherwise agreed, the Supplier shall take back the packaging at no charge.

3.3. The statutory value-added tax is not included in the price.

3.4. Invoices can only be processed if these include the respective order number as indicated in our order; the Supplier shall bear all consequences resulting from failure to comply with this obligations, unless he provides evidence that he is not accountable for these.

3.5. Unless agreed otherwise in writing, payment shall be made within 14 days from the date of delivery and receipt of invoice with 3% cash discount or within 30 days of receipt of the invoice net.

3.6. We shall be entitled to set-off and retention rights to the extent permitted by law.

4. Supply, Period of Supply, Advance test

4.1. The delivery time specified in the order is binding.

4.2. The Supplier must inform us immediately and in writing should circumstances occur become apparent that would account for the delay of delivery.

4.3. As demanded, the Supplier shall permit us the right to inspect the items to be delivered in advance. Acceptance of delivery is not tied to carrying out such inspection. If costs are incurred by such inspection, then with the exception of those costs incurred therefor by us, they shall be borne by the Supplier.

4.4. Should the Supplier fall into delay, we shall have the right to legal recourse. In particular, we shall be entitled to claim compensation when a reasonable time has elapsed to no avail instead of demanding performance or rescinding the contract.

4.5. Where delivery is delayed, we may, instead of our rights under Clause 4.4, demand a contractual penalty of 0.2% of the value of the entire order for each full day of delay. We reserve the right to assert claims for additional damage. We are obligated to declare our reservation of right to the contractual penalty no later than the date of payment of the invoice that follows the delayed performance.

5. Transfer of risk, Documents

5.1. Delivery shall be made free domicile (DDP according Incoterms 2010) unless agreed unless agreed otherwise in writing.

5.2. The Supplier must indicate the order number precisely on all shipping papers and bills of delivery; should he neglect to do so, we shall not be responsible for delays in processing.

6. Defects, Warranty

6.1. The goods shall be inspected by us for any deviations in quality and quantity within a reasonable period; notification of the defect shall be deemed in due time if it is received by the Supplier within five working days from receipt of goods or in the case of a hidden defect from the time it was discovered.

6.2. We shall be entitled to the statutory warranty claims without limitation; in case of defective goods, we shall be entitled, at our option, to request the Supplier to effect remedy or supply replacement. In such case, the Supplier shall bear all expenses necessary to cure the defect or substitute delivery. We reserve the right to claim for damages, in particular the right to claim for damages instead of performance.

6.3. We shall be entitled to remedy defects ourselves at the expense of the Supplier, should there be a risk of falling into delay or for the sake of expedition.

6.4. The statutory limitation period is 36 months, starting from the transfer of risk.

7. Product liability, Release, Liability insurance

7.1. If the Supplier is responsible for a product fault, he shall be obliged to release us upon our first request from liability to third parties for damages insofar as the cause can be placed in his domain and organization and he himself is liable vis-à-vis third parties.

7.2. In the context of his liability for damages as indicated in preceding section 7.1., the Supplier shall also be obliged to reimburse any expenses incurred as a result of or in connection with a recall carried out by us pursuant to §§ 683, 670 BGB (German Civil Code) and §§ 830, 840, 426 BGB (German Civil Code). We shall notify the Supplier – wherever possible and reasonable – regarding the content and extent of the recall activities and shall afford him the opportunity to comment on these. All other legal claims shall remain unaffected.

8. Industrial property rights

8.1. The Supplier shall ensure that no property rights of third parties are violated in conjunction with his delivery, to the extent he cannot demonstrate that the breach of this obligation was not his fault.

8.2. Should a third party make a claim against us in the respect, the Supplier on our first demand in writing shall release us of such claims; we are not authorized to come to any agreements, notably to reach a settlement, with the third party - without the consent of the Supplier.

8.3. The Supplier's obligation to release us from such claims shall be applicable to all expenditures necessarily incurred as a result of or in connection with the third-party claim.

8.4. The statutory limitation period for claims based on this section 8 is ten years, starting from the conclusion of the contract.

9. Reservation of title, Contribution of materials, Confidentiality

9.1. We shall retain the title to all parts furnished to the Supplier by us. Processing or alterations undertaken by the Supplier shall be on our behalf. In the event that the goods contributed are processed with other items not owned by us, we shall acquire joint ownership of the new object based on the value of our materials in proportion to the value of the other items processed at the time of such processing.

9.2. If the goods furnished by us are inseparably combined with other objects not owned by us, we shall acquire joint ownership of the new object based on the value of the goods contributed in proportion to the value of the other items combined at the time of such combining. If the combination is effected in such a way that the product of the Supplier is deemed the primary product, it is agreed that the Supplier shall proportionately assign joint ownership to us; the Supplier shall keep the sole property or resulting joint property in custody for us.

9.3. The Supplier shall be obliged to observe strict secrecy with regard to all illustrations, drawings, plans, calculations and other documents and information received – irrespective of form - in connection with this contract and not to use such for other purposes. They may not be disclosed to third parties without our express consent. We have exclusive right to any copyrights. The non-disclosure obligation shall also be applicable after termination of this contract; it shall expire if and to the extent that the knowledge contained in the illustrations, drawings, calculations and other documents provided has become part of the public domain.

10. Occupational safety, Environmental protection

10.1. Occupational safety is the full responsibility of the Supplier. In performing his deliveries and services, he shall be solely responsible for taking the appropriate accident prevention measures, for maintaining safe building sites and with particular regard to observance of labor protection laws, laws on technical equipment, the relevant accident prevention guidelines, regulations on hazardous materials and the generally recognized safety and occupational medicine regulations.

10.2. The Supplier shall agree to utilize within the scope of economic and technological means environmentally friendly products and processes in the performance of his deliveries and services as well as in subcontracting or ancillary services from third parties and to observe all the applicable environmental protection and waste disposal regulations in fulfilling the contract.

11. Place of jurisdiction and performance, Applicable law

11.1. If the Supplier is an entrepreneur, the place of jurisdiction is our principal place of business; we are however also authorized to bring an action against the Supplier at the court of his residence.

11.2. Unless specified otherwise in the order, the place of fulfillment is our principal place of business.

11.3. All legal relations with our Supplier shall be governed exclusively by the law of the Federal Republic of Germany. Applicability for the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

Data from 02/2017