

1. General

Our General Terms and Conditions of Purchase apply exclusively; we do not recognise any general terms and conditions of the supplier that are contrary to, or differ from, our General Terms and Conditions of Purchase. Our acceptance of a delivery or service without express opposition does not under any circumstances mean that we accept the supplier's terms and conditions of delivery. Our General Terms and Conditions of Purchase also apply to all future transactions with the supplier, even if they are not, again, explicitly included.

2. Proposals

The supplier's proposals must correspond to the request or tender in terms of quantity, quality and execution. Should this not be the case, express attention must be drawn to this. If such proposals are submitted following our request, the preparation of proposals by the supplier shall not result in costs for us.

3. Orders

The supplier must confirm orders without delay.

4. Prices

The agreed prices are fixed prices which include packaging and shipping to the shipping address stated in the order.

If deliveries are agreed ex works from the supplier on an exceptional basis, the purchasing department must be notified by fax or Email of the relevant items to be collected with details of the package size, number of packages, and the gross and net weight.

Payment shall only be made for packaging and shipping if this has been expressly agreed, in which case the supplier is required to specify the packaging and/or shipping costs separately and explicitly in the order confirmation. At our request, the supplier must take back the packaging at his own expense.

Unless otherwise stated in the order, we shall make payments within 14 days after receipt of the invoice and goods and deduct a 3 % discount from these payments, while payments within 30 days are made net. The timeliness of the payment is measured by when the payment is debited from our account.

5. Shipping, transfer of risk, packaging, partial deliveries

Deliveries are made DDP (Incoterms 2020) to Hamburg or another agreed receiving location. The supplier shall ensure that the commissioned freight carrier insures the shipment to be transported against transport damage.

Unless otherwise agreed, the goods to be delivered must be packaged properly, in the manner that is customary in the trade, by item type and with the appropriate labelling. The supplier shall be liable for damage resulting from deficient packaging. The supplier is obliged to make the contractual deliveries exclusively to the receiving location specified by us.

The supplier shall be liable for the consequences of shipping documents which have been issued incorrectly. Shipping documents must contain the department, our order and item number, the subject and the issuing note, if available.

Two copies of dispatch notes must be submitted for each individual shipment immediately after the goods have been dispatched. Should the shipping documents not contain the department, order or item number, subject or issuing note, the supplier shall be liable for all resulting costs such as demurrage, re-routing charges and the like, unless it is not responsible for this.

We accept partial deliveries by express agreement only. The outstanding quantity must be delivered. Partial deliveries should be marked as such in the shipping documents.

The supplier is required to provide a formal declaration of origin for customs for the delivery items that satisfies European customs law (for example, preferential movement certificate EUR.1, Form A, declaration of origin on the invoice, a (long-term) supplier declaration or non-preferential certificate of origin). The declaration does not need to be re-submitted for subsequent shipments of the same, unchanged product for as long as the long-term supplier declaration remains valid. We should be notified without delay and without solicitation of changes in the origin of a good for which a long-term supplier declaration has been issued. We should also be informed of changes to the originating status of other products which we regularly order no later than upon order placement. In such a case we shall be entitled to rescind the order. The supplier shall be liable for all losses incurred by us as a result of the incorrect or delayed submission of the supplier declaration or certificates concerning the customs origin of goods (e.g. EUR.1, Form A, A.TR., etc.) or notification of a change in the origin of goods, unless the supplier is not responsible for this. Where required, the supplier shall provide evidence of its declaration of the origin of goods by means of an information sheet confirmed by the customs office. The supplier is required to provide information on the determination of origin to us and to the customs authorities should there be reasonable doubts as to the accuracy of the origin. The duty to provide information to the customs authorities also includes the submission of corresponding production and calculation documents. There shall always be reasonable doubts if a competent authority has queries or undertakes checks in relation to the origin of goods, with such doubts being refutable.

The customs origin of goods indicated by the supplier constitutes a quality agreement for the delivery item.

6. Invoicing and payment

The invoice must be submitted to us separately and in due form with all the required information immediately after delivery. Invoices shall be prepared in euros. Invoices must contain the department, our order and item number, the subject and the issuing note, if available.

A collective invoice is only permitted if we have expressly agreed to this.

We are entitled to set off our own claims against claims by the supplier, even if our claims are in dispute. Offsetting bans on the part of the supplier shall not be accepted. Our statutory rights of retention cannot be restricted.

Insofar as material test certificates have been agreed, these shall form an integral part of the deliveries and must be transferred to us together with the delivery notes. The payment period for invoices commences upon receipt of the agreed deliveries or certificates. In the case of incorrect deliveries, we are entitled to withhold payment on a pro rata basis until the delivery has been properly fulfilled.

7. Drawings, models, tools, reservation of title for provisions

All documents, tools, models and drawings, etc. that we make available to the supplier for production of the delivery item shall remain our property. Any drawings, etc. prepared by the supplier on the basis of our particulars also must not be used for other purposes, reproduced or made available to third parties. All documents, tools, models, drawings, etc. provided by us must be returned to us immediately upon request. In this case, any copies made by the Supplier shall be destroyed; the only exceptions to this are storage within the scope of statutory storage obligations and the storage of data for backup purposes within the scope of normal data backup.

We reserve title to any parts that we make available to the supplier. Any processing or alteration by the supplier shall be carried out on our behalf. If our goods subject to reservation of title are reworked alongside other items that do not belong to us, we shall acquire joint ownership of the new goods in the ratio of the value of our goods to the other reworked goods at the time of reworking.

If the goods that we provide are inseparably mixed with other goods that do not belong to us, we shall acquire joint ownership of the new goods in the ratio of the value of the goods subject to reservation of title to the other mixed goods at the time of mixing. If the mixing is done in such a way that the supplier's goods are to be seen as the principal goods, it shall be agreed that the supplier will transfer joint ownership to us on a proportional basis.

The above regulations also apply to the loading equipment and packaging materials provided by us.

Retentions of ownership by the supplier shall only apply insofar as they relate to our payment obligation for the respective products to which the supplier retains ownership. In particular, extended or prolonged reservations of ownership are not permitted.

8. Claims and liability for defects

The supplier shall warrant that the delivery item meets the statutory and contractual quality requirements and satisfies the quality and durability guarantees, that it is environmentally compatible, and that it has no material defects or defects of title. In particular, the delivery item must conform to the state of the art in science and technology and the safety-related requirements in effect.

Liability for defects is based on statutory provisions unless determined otherwise herein. All costs related to the satisfaction of claims based on defects shall be borne by the supplier. These costs include shipping, packaging, insurance, public charges, cost of installation and removal, and inspections, including costs of experts and costs of the acceptance test.

The place of delivery and inspection within the meaning of Section 377 HGB (German Commercial Code) shall be the place of destination specified by us. A complaint regarding defects that is received by the supplier within a period of two weeks after arrival of the goods at the place of destination is "immediate" within the meaning of the law and therefore timely. For concealed defects, the period is two weeks from the time of detection.

The limitation period for claims for defects shall be 36 months from the transfer of risk, unless statutory provisions set a longer period. For purchase agreements and contracts for work and materials the limitation period shall commence at the time of delivery of the goods at the destination, and for work contracts the limitation period shall commence upon acceptance of the work.

Should goods or work be defective, the supplier shall indemnify us against all justified claims raised against us by third parties, irrespective of the legal grounds, as a result of a material defect or defect of title or other breaches of duty caused by the defect and shall reimburse us the costs required for legal defence in this respect. This shall not apply if the supplier demonstrates that it is not responsible for the defect. Within the scope of its liability for damage cases as defined by this paragraph, the supplier is also required to reimburse any expenses in accordance with Sections 683 and 670 BGB (German Civil Code) and Sections 830, 840 and 426 BGB that arise from or in connection with a recall action dutifully initiated by us or a public warning dutifully issued by us. The same shall apply if the recall action is initiated or the public warning issued by our customers. We shall, insofar as possible and reasonable, notify the supplier of the content and purpose of the recall measures taken and give the supplier the opportunity to comment. Further claims to which we are entitled under statutory regulations shall remain unaffected.

9. Delivery date

Agreed dates are binding. The time of receipt of the goods at the delivery address or point of use specified by us is decisive in assessing compliance with the delivery date or delivery period. The hours of our goods receiving department must be taken into consideration for deliveries.

Deliveries made prematurely without our consent will not affect the payment deadlines associated with the scheduled delivery dates. We reserve the right to send back, at the supplier's expense, goods that arrive too early, or to apply the agreed delivery date as the value date.

If the agreed delivery or performance dates are exceeded, we may demand from the supplier liquidated damages amounting to 0.5% of the value of the delayed part of the order for each day of delay, but not more than 10% of the value of the delayed part of the order.

The payment of liquidated damages by the supplier shall not affect our other rights or remedies in respect of the delayed delivery or performance and shall not release the supplier from its other contractual or statutory obligations arising in connection with the order. In particular, the assertion of further statutory claims for damages shall remain unaffected.

10. Product or procedural changes

Suppliers are required to inform us in writing in good time if they intend to make product or procedural changes to products which we order. The same shall apply in the event that the supplier changes provider or starts to buy products which it previously manufactured itself, and in the event that the supplier or its provider transfers the manufacture of the products or primary products to another premises and the supplier becomes aware of this.

11. Product liability

The supplier shall be responsible for all claims asserted by third parties for personal injury or property damage attributable to a defective product supplied by him and shall be obliged to indemnify us against any liability resulting therefrom. Further rights which we hold vis-à-vis the supplier are not restricted hereby.

12. Force majeure

Force majeure and labour disputes release the contractual partners from their performance obligations for the duration of the disruption and to the extent of their effects. The contractual partners are obliged, within the limits of what may reasonably be expected of them, to give the necessary information promptly and to adjust their obligations to the changed circumstances in good faith. If such events make the service subsequently impossible or unreasonable for one of the parties, that party is entitled to withdraw from the contract.

13. Miscellaneous provisions

A contractual component of all our orders is our Code of Conduct, which is available at <https://www.raedervogel.de/en/service/code-of-conduct>. The Code of Conduct defines the basic requirements for the supplier with regard to his responsibility towards his business partners and the environment.

If individual parts of these General Terms and Conditions of Purchase are invalid, this shall not affect the validity of the remaining provisions. The place of performance for all duties arising from the contractual relationship (including delivery, payment and warranty) is our registered office.

The exclusive legal venue for all disputes with businessmen, public corporations, special funds under public law or persons who have no place of general jurisdiction domestically is our registered office. However, if the Supplier has its registered office outside the EU and the European Economic Area, the Arbitration Court of the German Institution of Arbitration (DIS e.V.) shall, in deviation from the above provision, have exclusive jurisdiction for all disputes arising from and in connection with the contracts concluded under these General Terms and Conditions and shall decide finally and without recourse to the ordinary courts of law. The defendant shall be entitled to counterclaim before the arbitral tribunal. The place of arbitration shall be Hamburg. The language of the proceedings shall be German. The proceedings and in particular the taking of evidence shall be conducted in accordance with the Rules of the Arbitral Tribunal of the German Institution of Arbitration and the Rules of the 10th Book of the Code of Civil Procedure. In the taking of evidence, the arbitral tribunal shall be guided by the customs of proceedings in German state courts. Procedural principles of common law, such as in particular the production of documents (so-called document production), shall not apply directly or mutatis mutandis. Insofar as one party may have to reimburse the other party for legal fees in connection with the arbitration proceedings, these shall be limited to the costs billable under the German Lawyers' Fees Act (RVG).

German law applies to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

Issue 08/2022