

General Purchasing Conditions of the Company
IDEAL-Werk C. + E. Jungeblodt GmbH + Co. KG
(Version valid from 01. January 2013)

1. Validity

For purchases by IDEAL-Werk C. + E. Jungeblodt GmbH + Co. KG (purchaser), the following general purchasing conditions apply, provided that no other conditions have been agreed specifically and in writing. Supplier conditions and deviations in the order confirmation apply only they have been specifically acknowledged by us in writing.

2. Written form

Orders and acceptances, as well as changes and supplements to them, require the written form. Verbal subsidiary agreements at the time of conclusion of the contract are only applicable if they have been confirmed in writing by the purchaser. This also applies to changes to the contract after conclusion of the contract.

3. Changes

The purchaser is permitted to change the order six weeks before the requested point of delivery, which either increases or reduces the volume, or to allow different parts of the same value and of the same type as the ones in the rest of the unchanged conditions.

4. Samples

Costs must not involved for the purchaser in connection with the quotation and sampling processes. Drawings, designs, models, samples, manufacturer regulations etc. that the purchaser has made available to the supplier, for quotation purposes or for execution of an order, remain the property of the purchaser and must not be used for other purposes, copied or made available to third parties.

5. Prices, packaging

The prices must be quoted exclusively without sales tax. The prices are to remain fixed and are valid free place of fulfillment. They include all expenditure in connection with the supplies and services to be provided by the supplier. An increase is excluded.

Objects to be delivered must be appropriately packed and dispatched. The packaging and dispatch regulations must be complied with. Packaging costs will only be settled separately if this has been agreed specifically. They must be credited to the purchaser in the event of freight-free return of the packaging.

6. Transfer of risk

The risk transfers to the purchaser if the delivery is handed over properly to the receiver at the place of receipt nominated by the purchaser.

7. Transport

All deliveries must be accompanied by a delivery note, in duplicate, with the details of our order, such as the supplier number, the order number, the article number and the article description. In the case of part deliveries, the remaining volume still to be supplied must be quoted. The transport risk is always that of the supplier.

8. Order confirmation

Orders must be confirmed in writing within 15 days.

9. Delivery periods

The agreed delivery periods and delivery dates are binding. The supplier is responsible to the purchaser for keeping the delivery period. The delivery periods start from the reception of the order. For compliance with the delivery period, the receipt of the goods by the purchaser for goods, and the last day of working for service provision is definitive.

10. Contractual penalty for supplier default

If the supplier enters default, the purchaser is entitled to demand a contractual penalty of 0.5 % of the order value per started week, to a maximum of 5 % of the order value. The purchaser can demand the contract penalty if they retain the caveat to the right to this at the latest to the expiry of one month after the acceptance of the last deliveries or services covered by the order. The rights of the purchaser to apply compensation of damages against corresponding verification remains unaffected by this.

11. Preliminary deliveries

Preliminary deliveries are allowed only with the approval of the purchaser. The purchaser is entitled to reject acceptance of goods that are delivered before the delivery period stated in the order and to return the goods delivered too early or have them stored at third party premises at the cost and risk of the supplier.

12. Force Majeure

If the purchaser is prevented from accepting the delivery as a result of force majeure, strikes or lockouts, or if acceptance is made considerably more difficult, they have the right to demand delivery immediately after the obstacle is removed, or to back out of the contract, fully or partially, without making any claims on us.

13. Goods receipt

The confirmation of receipt is to be considered only as a recognition of receipt of the goods, but not as proper fulfillment. The values stipulated by us in the goods receipt concerning quantities, dimensions and weights are definitive.

14. Declaration of deficiencies

The purchaser must declare deficiencies to the supplier without delay as soon as they are discovered in accordance with the stipulations of proper business procedure.

The purchaser is entitled to carry out tests on a random basis and to reject the goods entirely, with no negative effect on our other claims, in the event of exceeding the permissible threshold quality values, or to undertake a 100 % test at the cost and risk of the supplier and to demand replacement of the actually deficient parts.

15. Warranty

The following stipulations apply for the warranty. In the event of delivery of production materials, structural and installation parts by the supplier, the warranty ends with the expiry of twelve months after delivery of the produced goods. In the event of software programs, the warranty ends with the expiry of twelve months after installation of fault-free software. In urgent cases, we are entitled, with no negative effect on our other claims, to rectify deficiencies ourselves, after advising the supplier, at the cost and risk of the supplier.

16. Invoice

An invoice must be issued, in duplicate, without delay, after dispatch of the goods or fulfillment of the service, for each order separately, with detailing of the order data. Invoices which are not created properly are regarded not to be issued and are not due for payment.

17. Payment conditions

The purchaser can choose between the following payment conditions: 14 days after goods acceptance with 3 % discount or after 30 days , nett.

18. Import and export conditions, customs

For deliveries and service provisions that take place from one of the EU countries other than Germany, the supplier must quote their EU sales tax identification number and the HS code (customs tariff number).

Imported goods must be delivered customs charges paid. The supplier is obligated to issue the required declarations and information at their own cost, in accordance with the Directive (EC) No. 1207 / 2001, to permit testing by the customs authorities and to procure the required official confirmations.

The supplier is obligated to advise the purchaser in detail and in writing of any approval obligations for (re)-exporting in accordance with German, European and US export and customs conditions, and of export and customs conditions of the country of origin of the goods and services.

19. Prepayment

The agreed payment due dates will be deferred accordingly in the event of delays in supply or service provision. The purchaser is entitled to demand an interest on their prepayment of 5 % for the period of the delay.

20. Assignment

The supplier is not entitled to assign their demands, or have them collected by third parties, without approval of the purchaser. The approval must not be denied unreasonably.

21. Indemnification in the event of material defects and legal defects

The supplier shall be liable for claims arising, with contractual use of their deliveries or services, from infringement of intellectual property rights and intellectual property registrations. He relieves the purchaser and their customers from all claims of this type.

22. Confidentiality / trade secrets

The supplier is obligated to keep confidential all not generally known commercial and technical information and documents made known to him as a result of the business relationship, and to use them exclusively for the fulfillment of the ordered deliveries and services. Any sub-suppliers must be similarly obligated. Mention of the business relationship with the purchaser in the supplier's advertising or the quoting of references can only be carried out with the explicit approval of the purchaser.

23. Data protection

The personal details associated with the conclusion and processing of the contract are handled by the purchaser in accordance with legal stipulations.

24. Place of fulfillment

The place of fulfillment for deliveries and services is the place of destination.

25. Legal domicile

The legal domicile for the supplier and the purchaser is Lippstadt. This also applies if the seat of the supplier is moved abroad or is not known. The purchaser is also entitled to file a suit in the seat of the supplier if necessary.

26. Foundation

The foundations of this contract are the Directives of the BGB. This contract is subject to German law in all its constituent parts. German law applies; UN Purchasing Law (CISG) is specifically excluded.

The language of the contract is German.