1. General

1.1 These Conditions shall be an integral part of the purchase contract. Conflicting or deviating conditions of delivery stipulated by Seller or other reservations made by Seller shall not be deemed accepted unless Buyer has expressly accepted them in writing for a specific order.

1.2 Other agreements, amendments or subsidiary agreements shall not be effective unless Buyer has given his written consent thereto.

2. Offer

2.1 Seller's quotation shall cover exactly the quantities, qualities and description specified in Buyer's inquiry. Any departure therefrom shall be expressly mentioned.

2.2 The quotation shall be submitted cost-free and without any obligation being imposed on Buyer. Remuneration for cost estimates shall only be paid by special arrangement.

3. Order

3.1 Orders and alterations to orders shall be made in writing. In case of doubt, verbal agreements or arrangements discussed over the phone shall only be binding if confirmed in writing.

3.2 Each order or alteration to an order shall be confirmed by Seller in writing and shall be treated separately in all correspondence.

3.3 The following details shall be stated in all correspondence; the purchasing department, the complete order number, the date of the order and Buyer's reference.

4. Period for Delivery

4.1 The period for delivery shall run from the date of the order. If Seller has reason to assume that he will not be able to meet, or meet in time, all or part of his contractual obligations, he shall inform Buyer thereof immediately, stating the reasons and likely duration of the delay. If Seller fails to do this, he shall not be entitled to claim exemption from responsibility for the delay on the grounds of the hindrance.

4.2 Should Seller fail to effect delivery within the agreed period, he shall be held liable for the delay under the existing legal provisions and the Buyer shall be entitled to recover from the Seller any and all liabilities, losses, damages, costs and expenses incurred by the Buyer as a result of the Seller's failure to effect delivery within the agreed period. This shall not affect Seller's obligation to pay any liquidated damages for delayed delivery as may have been agreed by the parties. If a penalty has been agreed, this can be invoked at any time until the final payment becomes due, without reservation.

5. Warranty, Liability and Notification of Defects

5.1 The Seller warrants the goods supplied by him to be of satisfactory quality, free from defects, to possess the agreed or guaranteed properties stipulated in the order or specification, to be suitable for the purpose stipulated in the order, to be in conformity with the generally accepted technical practice, and to conform to relevant applicable laws and regulations, British Standards and the requirements of any relevant statutory and regulatory bodies and to the appropriate safety specifications and rules for the protection of workers and prevention of accidents. Should the delivered goods fail to meet any or all of these requirements, Buyer shall be entitled to have the defect remedied or the supply of defect-free goods, to cancel the order or any other order, to terminate the contract immediately, to receive a refund of the purchase price or a reduction in the purchase price by a sum which is equitable in the circumstances and to receive compensation or reimbursement for expenditure as a result of the defect.

Any warranty shall not apply to defects or damage caused by

a) normal wear and tear
b) inappropriate handling by Buyer.

Buyer shall notify Seller of any defects in the delivered goods as soon as they are discovered in the regular course of business. The above provisions shall apply mutatis mutandis to services such as assembly, erection, maintenance, etc.

5.2 Seller's warranty shall also cover any items manufactured by subcontractors.

5.3 The warranties in clause 5.1 will apply to any replaced item from the date they are replaced.

5.4 Goods which are subject to complaint under the warranty shall remain at Buyer's disposal until replacements have been supplied. Whereupon they shall become the property of Seller.

5.5 In urgent cases, or if Seller defaults or fails in repairing a defect, Buyer may eliminate the defect himself as Seller's expense without prejudice to the Buyer's other rights and remedies.

5.6 Acceptance of Seller's supplies and services by Buyer shall not affect Seller's obligations under the warranty.

5.7 Seller shall indemnify and hold Buyer harmless from any product liability claim including any liability for and liability arising from death, personal injury, damage to and/or loss or destruction of tangible property caused by the goods'...
exclusively within Seller's responsibility and shall not release Seller from any warranty or other obligations.

11.2 Seller shall supply to Buyer in good time, at no cost to Buyer and without being specially requested to do so, all documents needed by Buyer for the use, erection, installation, processing, storage, operation, servicing, inspection, maintenance or repair of the goods supplied.

11.3 Whenever Buyer specifies laws, standards or regulations, the latest version shall apply. Seller shall request Buyer to supply him with his works standards and regulations, in as far as they have not already been supplied.

12. Incidental Items

Molds, models, tools, films, etc. that have been made by Seller to enable him to execute the order shall, on being paid for, become the property of Buyer, even if they remain in Seller's possession. Seller shall be obliged to hand them over to Buyer on request.

13. Assembly, Erection, Maintenance, Inspection, Repairs, etc.

13.1 If assembly, erection, maintenance, inspection, repairs, etc. are carried out in any of Buyer's factories, such work shall be subject to all applicable laws and regulations and the safety and conduct regulations for contractors and their personnel working on the premises of the Buyer or its affiliates, subsidiaries and group companies. These regulations will be supplied at the start of the assembly or erection work, or they should be requested from Buyer's plant security department.

13.2 Buyer shall not be liable for any property of Seller or his personnel which is brought onto Buyer's premises.

14. Patent Infringement

Seller shall be liable for any infringement of patents, licenses or protective rights of third parties that may result from the supply or use of the goods. Any license fees payable shall be borne by Seller.

15. Advertising Material

Seller shall not refer to his business connection with Buyer in any information or advertising material except with Buyer's written consent.

16. Applicable Law, Interpretation of Provisions, etc.


16.2 Customary trade terms shall be interpreted in accordance with the most recent Incoterms.

17. Origin of Goods

The goods supplied must conform to the conditions of origin specified in the preferential agreements of the EEC, unless the order confirmation expressly states otherwise.

18. Place of Performance and Jurisdiction

Unless otherwise stipulated in the order, the place of performance shall be the point of delivery specified by Buyer. The Courts of England and Wales have exclusive jurisdiction to determine any dispute arising out of or in connection with these Conditions (including without limitation) in relation to any non-contractual obligations.