Conditions of Purchase

1. General
1.1 These Conditions shall be an integral part of the purchase contract. Conflicting or deviating conditions of delivery by Buyer or other reservation 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 offer shall cover exactly the quantities and qualities specified in Buyer's inquiry. Any delivery thereafter or deviating from the offer shall be expressly mentioned.
2.2 The offer 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 delivery will be delayed, including the time required for the manufacture of the goods as well as the time required for transportation, he shall inform Buyer thereof immediately, stating the reasons and the 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 ground of hindrance.

5. Warranty, Liability and Notification of Defects
5.1 Seller warrants the goods supplied by him to be free from defects which may reduce their value or affect their usability, to possess the agreed or guaranteed properties, to be suitable for the purpose stipulated in the order, to be in conformity with the generally accepted technical practice, to comply with the applicable laws and regulations and to respect the appropriate safety specifications and rules for the protection of workers and prevention of accidents. Should any defects be found to exist within five years from the date of delivery or any other time limit agreed upon by the parties, Seller shall be liable to repair or replace the defective item, to procure it from another supplier or to reimburse Buyer for its value or any other proper compensation. This shall not affect Seller's obligations under any other applicable laws and regulations if the defect giving rise to the claim has been caused by the Buyer's negligence.
5.2 Unless expressly agreed otherwise, the statutory warranty periods shall apply.
5.3 Seller's warranty shall also cover any items manufactured by subcontractors.
5.4 If Seller is notified of a defect, the limitation period shall be extended by the time which elapses between such notification and the repair of the defect. If the item supplied is defective, Seller shall inform Buyer thereof immediately, stating the defects and the 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 ground of hindrance.

6. Tests
6.1 If tests are specified for the goods to be supplied, Seller shall bear the costs of such tests, including his own personnel costs, but excluding Buyer's personnel costs.
6.2 Buyer shall inform Seller not less than one week in advance of the date on which the goods will be ready for testing and shall agree with him a date for the tests. If the goods are not presented for testing on this date, Buyer's personnel costs shall be borne by Seller.
6.3 Any defects are found in the goods which make it necessary to repeat the tests or conduct further tests, Seller shall pay all the personnel costs and other costs entailed. Seller shall also pay all the personnel costs and other costs incurred in connection with testing the materials used by him in executing the order.

7. Insurance
7.1 Transport insurance shall in all cases be taken out by Buyer.
7.2 Seller shall take out at his own expense adequate third party liability insurance to cover damage resulting from services rendered by or goods delivered by or property belonging to Seller to his personnel, or third parties commissioned by Seller. If Buyer requires that the insurance cover the transportation of the goods, Seller shall, at his own expense, provide such insurance to the satisfaction of Buyer.
7.3 The commencement of special assembly/erection insurance in addition to the third party liability insurance mentioned in clause 7.2 shall in each case be subject to agreement between Buyer and Seller.
7.4 Any machines, apparatus, etc. supplied to Buyer on loan will be insured by Buyer against the usual risks. Any further liability of Buyer for destruction of such machines, apparatus, etc., or damage thereto, shall be excluded, unless it has been caused willfully or through gross negligence.

8. Shipping Requirements
8.1 On the day on which the goods are dispatched, Seller shall send Buyer a detailed dispatch note for each consignment separately from the goods and invoice. The goods shall be accompanied by a delivery note and packing slip. If the goods are sent by ship, the shipping papers and invoice shall state the name of the shipping company and of the ship.

Seller shall choose the mode of transport most favorable and most suitable for Buyer.

8.2 Seller shall always pack, mark and ship dangerous goods in compliance with the appropriate national/international regulations. The accompanying documents shall show not only the risk category but also any further particulars required by the appropriate transport regulations.
8.3 Seller shall be liable for any damage caused by non-compliance with these provisions and shall pay any costs incurred thereby. He shall also be responsible for ensuring that these shipping requirements are complied with by subcontractors.
8.4 Any consignments of which Buyer is unable to take delivery because of non-compliance with these provisions shall be stored at Seller's risk and expense, until replacements have been supplied, whereupon they shall become the property of Seller.

9. Prices and Conditions
9.1 Should Seller reduce his prices or grant better conditions, the prices and conditions effective at the date of delivery shall apply.
9.2 Period for payment shall begin on the specified dates, but not before the dates on which the goods and invoices are received.
9.3 Payment shall not be deemed to constitute acceptance of conditions and prices. The time of payment shall not affect Seller's warranty obligations or Buyer's right of complaint.

10. Documents
10.1 Any drawings, standards, guidelines, methods of analysis, recipes and other documents supplied by Buyer to Seller for the manufacture of the goods to be supplied, as well as any such documents prepared by Seller according to special instructions from Buyer, shall remain Buyer's property and shall not be used for any other purpose, reproduced or made available to third parties by Seller. If any of the above documents are lost or destroyed, Buyer shall be entitled to demand appropriate compensation or reimbursement for the needless expenditure.
10.2 No documents shall be delivered to constitute acceptance of conditions and prices. The time of payment shall not affect Seller's warranty obligations or Buyer's right of complaint.
10.3 Seller shall sever all documents for discussion of the goods or services to be supplied. Such discussion or other involvement of Buyer shall be desnicated within Seller's responsibility and shall not release Seller from any warranty or other obligations.
10.4 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.
10.5 Buyer and its authorized representatives shall be entitled to inspect the goods supplied at Buyer's cost and expense.
10.6 Seller shall only be liable for any property of Seller or his personnel, which is brought onto Buyer's premises.

11. Patent Infringement
11.1 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.
11.2 Buyer shall provide with all documents needed for discussion of the goods or services to be supplied. Such discussion or other involvement of Buyer shall be desnicated within Seller's responsibility and shall not release Seller from any warranty or other obligations.
11.3 Seller shall only be liable for any property of Seller or his personnel, which is brought onto Buyer's premises.

12. Incidental Items
12.1 All items, models, tools, 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.
12.2 Any additional items, tools, 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.
12.3 Buyer shall only be liable for any property of Seller or his personnel, which is brought onto Buyer's premises.

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 the safety and conduct regulations for contractors and their personnel working on the premises of Buyer or its affiliates and subsidiaries. These regulations shall be supplied at the start of the assembly or erection work, or they should be requested in writing in advance by Buyer.
13.2 Buyer shall only be liable for any property of Seller or his personnel, which is brought onto Buyer's premises.

14. Place of Performance and Jurisdiction
14.1 Place of Performance and Jurisdiction

15. Authorizing the final form of the agreement, Seller undertakes not to 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
17.1 The goods supplied must conform to the conditions of origin as required by the applicable laws and regulations, unless the order confirmation expressly states otherwise.

18. Place of Performance and Jurisdiction
18.1 Unless otherwise stipulated in the order, the place of performance shall be the point of delivery specified by Buyer.
18.2 The place of jurisdiction shall be the People's Republic of China.