

1. General conditions

All orders are placed on the basis of these general terms and conditions for purchases. Other conditions will not form part of the content of purchase contracts, even if we do not expressly reject any such conditions. In the event that we accept deliveries /services without expressly rejecting any terms and conditions of the supplier, this does not imply our acceptance of any of the delivery terms and conditions of the supplier. These general terms and conditions for purchases will also apply for all future contractual relations.

2. Orders, confirmation of orders, amendments to contracts

Orders will only be binding if submitted in writing. Orders placed verbally or by telephone will only be binding if subsequently confirmed in writing. The same will apply for verbal ancillary agreements and amendments to contracts.

Orders, calls for delivery and amendments and supplements to these may, after prior written agreement, also be submitted by way of remote data transfer or machine-readable data carrier.

Our order numbers and item numbers are to be clearly marked on all correspondence pertaining to the order, such as confirmation of order, consignment/delivery notes, invoices etc. Components manufactured on the basis of our plans and specifications are to be manufactured using the materials specified in our plans and specifications. The use of other materials without our express prior consent will not be permissible. Details on materials that deviate from our specifications contained within confirmations of orders submitted by the supplier will require our written confirmation.

Remuneration will not be paid for onsite visits or for the preparation and submission of tenders, project planning etc. the supplier will be obliged to treat the completion of contracts with the utmost of confidence. The supplier will only be entitled to advertise business relations with us after we have given our express written consent.

The supplier will be obliged to treat all commercial and technical details of which he becomes aware during the course of business relations and that are not generally known to the public with the utmost of confidentiality. Subsuppliers must be made subject to similar confidentiality obligations.

Orders placed by us must be confirmed within 8 calendar days, otherwise we reserve the right to cancel these orders.

3. Prices

All agreed prices will be fixed prices and will exclude subsequent claims of all kinds. In the event that orders are placed in exceptional cases without prices being specified, prices are to be fixed at the time of the confirmation of orders or at the next possible opportunity. In this case we reserve the right to withhold our final acceptance.

Unless otherwise agreed, the agreed prices will apply for delivery free to our works in Isny, including packaging.

The applicable provisions of the law will apply for the obligations of the supplier to with regard to the collection of used packaging. Goods are to be stored and packed in such a way so as to ensure that damages during transport are avoided. Packaging materials are to be used only in the amount necessary to achieve the intended purpose. Only environmentally-friendly packaging materials are to be used. In the event that remuneration for packaging materials has been agreed, at least two thirds of the agreed remuneration is to be refunded to us in the event of the freight prepaid return of used packaging to the place of dispatch. Dispatch by way of postal package will be carried out without charges for postal package fees and packaging costs.

4 Shipping address

The shipping address is: Blaser Group GmbH, Ziegelstadel 1, 88316 Isny.

Prior notification of dispatch is to be sent in good time for all deliveries. Furthermore, a delivery note is to be enclosed with all deliveries. Consignment notes and delivery notes must be clearly marked with all relevant order numbers and item numbers.

5. Delivery deadlines, delays to delivery

The agreed delivery deadlines are binding. The date of the receipt of the delivery at the place of destination or place of use specified by us or the punctuality of the successful acceptance of deliveries will be decisive for determining the observance of agreed delivery dates and deadlines.

In the event that the supplier becomes aware that he will not be able to observe the agreed delivery dates and deadlines for any reason whatsoever, the supplier will be obliged to inform us of this immediately in writing, stating the reason for delays to delivery and the expected duration of delays to delivery.

The supplier will be obliged to compensate us for all direct and indirect damages incurred as a result of delays to delivery.

In the event that the agreed delivery dates/deadlines can not be observed for reasons for which the supplier is responsible, we will be entitled, after the expiry of a reasonable period of grace to be specified by us, either to demand compensation for damages incurred due to non-fulfilment of contract or to obtain replacement deliveries from third parties or to withdraw from the contract.

The supplier will only be able to use the defence of our failure to submit documents to be delivered by us if the supplier has sent written notification of the lack of such documents and not immediately received these documents after the submission of this notification to us.

In the event of *force majeure* or industrial dispute, the contractual parties will be released from their obligations for the duration of any disruptions to operations brought about as a result and to the extent to which these disruptions affect operations. Insofar as reasonable, the contractual parties will be obliged to pass on all relevant information concerning such disruptions to operations and adjust their obligations in good faith to take into account the amended circumstances.

In the event that deliveries / services are no longer useable by us, taking into consideration economic and commercial factors, as a result of delays caused by force majeure or industrial dispute, we will be either fully or partially released from our obligation to accept deliveries / services and will be entitled to withdraw from the contract.

In the event that deliveries are made earlier than agreed, we reserve the right to return delivered goods at the cost of the supplier. In the event that goods delivered earlier than agreed are not returned to the supplier, goods will be stored at the risk and cost of the supplier. In the event that deliveries are made earlier than agreed, we reserve the right to effect payment on the originally agreed payment due date.

We will only accept partial deliveries if this has been expressly agreed in advance. A list of the remaining goods to be delivered must be enclosed with any partial deliveries made.

6. Guarantees

The supplier will guarantee that all deliveries / services correspond to the latest state of the art and do not infringe against any applicable provisions of the law, in particular EC guidelines and the official regulations and guidelines of the relevant authorities, trade associations and professional bodies.

In the event that deviations from these regulations and guidelines are required in individual cases, this will require our express prior written consent. The guarantee obligations of the supplier will not be restricted through the granting of this consent.

In the event of any objections or reservations on behalf of the supplier with regard to the deliveries / services requested by us, the supplier will be obliged to inform us of these objections / reservations immediately in writing.

Due to an existing notion of defect we will pass on the costs incurred in our house as a lump sum. This can be offset by a debit note with current open positions.

We will be entitled to send representatives to the premises of the supplier in order to approve ordered items onsite. However, the granting of this onsite approval will not release the supplier from his guarantee obligations.

We will inform the supplier of obvious defects to deliveries / services immediately in writing as soon as these defects are noticed in accordance with the conditions of proper business dealings, however at the latest within 14 days of the receipt of delivery.

Defects to deliveries / services of which the supplier is notified during the guarantee period, including the failure to submit guaranteed data and the lack of guaranteed qualities, must be eliminated free of charge at our request either, at our choice, by way of repair or by way of the replacement of defective components.

Further statutory rights, e.g. rights to rescission of contract, reduction of the purchase price, replacement deliveries and / or compensation for damages, will not be affected.

In the event that the supplier fails to fulfil his obligations under guarantee within a reasonable period of grace specified by us, we will be entitled to take all necessary steps for the elimination of defects ourselves or commission third parties with the elimination of defects at the cost and risk of the supplier.

This will not affect the obligations of the supplier under guarantee.

In urgent cases we will, after prior consultation with the supplier, be entitled to carry out subsequent improvements to defective goods ourselves or commission third parties with the subsequent improvement of defective goods.

Minor defects may be eliminated by us without prior consent being necessary during the course of the fulfilment of our damage minimisation obligations. This will not affect the obligations of the supplier under guarantee. We will then be entitled to charge all resulting expenses to the supplier. The same will apply in the event of the threat of unusually severe damages.

The guarantee period will be 1 year, unless otherwise expressly agreed. This guarantee period will commence at the time at which the goods to be delivered are transferred to our possession or to the possession of third parties named by us at the place of destination or place of use specified by us. In the case of equipment, machinery and plant installations, the guarantee period will commence on the date of formal acceptance, which will be specified by our purchasing department in the written declaration of acceptance. In the event that formal acceptance is delayed through no fault of the supplier, the guarantee period will be 1 year from the delivery of the goods for acceptance.

The guarantee period for replacement components / spare parts will be 1 year from installation / putting into operation of these components and ends at the latest two years after delivery.

In the case of delivered components that must be taken out of operation during inspections for defects / the elimination of defects, the guarantee period for these components will be extended by a period equal to the length of the disruption to the operation of these components.

In the case of subsequently improved components or replacement deliveries, the guarantee period will recommence at the time at which work on the subsequent improvement of these components has been completed or, in the case of formal acceptance being required, at the time at which acceptance is confirmed. Acceptance will be confirmed by us in writing if applicable.

Claims under guarantee will become statute-barred six months after notification of defects is submitted within the guarantee period, however not before the end of the guarantee period.

In the event that claims are enforced against us due to the defectiveness of our products in the sense of infringements against official safety regulations or product liability regulations either within Germany or abroad and if the defectiveness of our products can be attributed to the defectiveness of the goods delivered by our supplier, we will be entitled to demand compensation from the supplier in the extent to which the goods delivered by the supplier are the cause of the defect in our product. This compensation will also include the cost of any precautionary recall of products. The goods to be delivered must be marked in such a way so that they can be identified at all times as the goods delivered by the supplier.

The supplier will be obliged to put in place and maintain a quality assurance system that corresponds to the latest state of the art and that is suitable with regard to both type and scope for the inspection of the quality of the goods to be delivered. At our request, the supplier will be obliged to evidence the existence of such a system. Insofar as we deem it necessary, the supplier will be obliged to agree a corresponding quality assurance system with us.

Furthermore, the supplier will be obliged to complete an insurance policy adequately covering all risks that may arise as a result of product liability, including the risk of the recall of products. At our request, the supplier will be obliged to submit a copy of the insurance policy to us for inspection.

7. Defect in title, industrial property rights

The supplier will guarantee that the goods to be delivered are not encumbered as a result of defect in title, in particular that the use of delivered goods as originally intended does not infringe against any industrial property rights belonging to third parties (in particular patents, registered utility models, brand names or copyrights). The supplier will not be liable for infringements against industrial property rights belonging to third parties if and insofar as this is the result of the observance of instructions issued by us, unless the supplier failed to inform us immediately in writing of any infringements of industrial property rights that had been recognised by the supplier.

The supplier will indemnify us against all claims enforced by third parties on grounds of the infringement of industrial property rights. This includes in particular indemnification against reasonable and necessary costs for legal defence against such claims. Furthermore, in the event of defect in title, we will also be entitled to enforce our statutory rights.

Our claims due to defect in title will become statute-barred 2 years after the end of the calendar year in which we gained knowledge or should have gained knowledge of the defect in title, at the latest however 10 years after the delivery of the goods.

8. Materials provided by us

Materials and parts provided by us, including any tools, equipment, samples and templates etc., that find themselves in the possession of the supplier may only be used as intended and in accordance with our instructions.

All such materials must be treated at all times with the care expected of a prudent businessman.

Furthermore, the supplier will be obliged to inform us immediately if any such materials are under threat of seizure by third parties or otherwise under threat through similar circumstances. The supplier will be liable for damage to or the destruction or loss of any such materials. The supplier will be obliged, at his own cost, to complete an insurance policy covering damage to or the destruction or loss of any such materials.

The processing of materials and the assembly of components will be carried out on our behalf. The supplier herewith agrees that we have co-ownership of any products resulting from the use of our materials and components in proportion to the value of our products to that of the total product, which is held by the supplier on our behalf.

9. Submission of invoices and payment

Invoices, together with all relevant documentation and data, are to be submitted to us immediately after delivery in correct and proper form. Invoices that are not submitted in correct and proper form will only be deemed as received valid invoices after correction and resubmission.

Payment will be made in accordance with the regulations agreed in our order. We will be entitled to choose the means of payment. In the event of delays to the submission of invoices, the supplier will have no claim to punctual payment.

In the event that the certification and inspection of materials has been agreed, this will form a significant component of deliveries and this documentation must be submitted with the corresponding invoices. At the latest this documentation must reach us 10 calendar days after the receipt of invoice. Payment periods for invoices will begin at the time of the receipt of the agreed certification.

In the case of defective deliveries, we will be entitled to withhold payment proportionally until the proper fulfilment of contract has been rendered. In the event of advance payments being made, the supplier will be obliged to provide appropriate security, e.g. a bank guarantee.

10. Closing conditions

In the event that individual conditions of these general terms and conditions for purchases are or should become invalid and/or ineffective, this will not affect the validity and effectiveness of the other conditions contained herein.

Without our express prior written consent, the supplier will not be entitled to subcontract third parties for the fulfilment of contractual obligations.

Without our express prior written consent, which may not be unreasonably refused, the supplier will not be entitled to assign his claims to us.

The general information on data processing in the context of our business activities according to EU General Data Protection Regulation are shown at <https://www.blaser-group.com/en/data-protection-declaration/>.

Insofar as not otherwise expressly agreed, the place of performance for all delivery obligations will be the shipping address or place of destination / use specified by us. The place of performance for all other obligations of both contractual parties will be Isny. The place of jurisdiction will be Isny.

The law of the Federal Republic of Germany will apply exclusively under the express exclusion of the UN Convention on the International Sale of Goods (CISG) dated 11.04.1980.