

	Terms and conditions of purchasing of MOTIP DUPLI GMBH	<i>Current status</i> 16.11.07
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1. Ordering

Our terms and conditions are exclusively valid for the carrying out of this assignment. Whatsoever amendment of our conditions requires a written confirmation by each party for validation? Only assignments given by writing are binding for us. Verbal agreements require our written confirmation ex post. The acceptance of the assignment is to be confirmed without delay. Contrary sales terms will in no case whatsoever be accepted by us.

2. Passing of the risk

The danger of loss or deterioration of the goods passes to us with the arrival of goods at the receiving centre named by us. With deliveries by which there is taking delivery, the passing of risk occurs with the acceptance even if the goods to be delivered have already arrived beforehand. The danger passes to us with pick up by us as soon as the delivery has left the compound of the supplier.

3. Delivery

The delivery occurs with freight, duty and packaging paid until Haßmersheim, unless something else is agreed upon. There will particularly be no charges for all kinds of freight and storage. Excess or short deliveries will only be accepted, if they are specifically confirmed by us. We have the right to withdraw in case there is no confirmation.

4. Time for delivery

The agreed upon times of delivery are to be kept exactly. In case an express or expedite assignment will be necessary without our fault, the excess costs resulting thereof will be paid by the supplier.

If the partner can forecast the goods delivery delay, the partner will promptly inform us in writing. The partner will give us the reasons for the delay as well as the expected possible date of delivery. Our claims due to delivery delay by the partner remain unaffected.

5. Despatch

Despatch note and invoices are to be handed in two official copies on the day of despatch.

6. Packaging

The receiver is to be charged for the return delivery of empties.

7. Payment

Unless something else is agreed upon, we will pay the invoice on the 25. of the following month less 3.5 % cash discount. There is no cash discount after further 35 days. The payment is not a renouncement of the rights to notification of defects or other claims.

8. Defects

In case of defective delivery we can claim a repudiation or redhibition of the contract, reduction of payment or compensation apart from the claim to replacement delivery. This is regardless of the goods lacking a warranty of a quality. These claims exist even if the defect is only limited to a part of the delivery. This is the case if sample tests indicate the defectiveness. Moreover, we have the right to remedy the faults or let the faults remedied or replace the fault by buying at the cost of the supplier. The objection of a late notification of defects can not be lodged. This is valid for both overt and covert defects. § 377 HGB does not apply.

9. Contractual penalty

In case of delay the ordering party can ask for a penalty of 0.1 % of the value of the respective individual order. The claim to the penalty is not renounced on acceptance of the goods received. The penalty can be deducted from the invoice amount. The statutory law is applicable in other cases of delay. The supplier will promptly inform the ordering party about foreseeable delays. The time for delivery is prolonged appropriately, if the delay is caused by situations beyond the control of the supplier.

10. Escape clause

In case of stop of payment or bankruptcy petition or a settlement by a court of law or extra judicial settlement about the assets of the supplier, we reserve ourselves the right of revocation of the contract.

11. Property rights

We reserve ourselves the property rights on orders based on drafts, drawings, models or special information. The supplier is prohibited from using the drafts, drawings; models; or special information in other ways. The documents made available are to be send back respectively unasked and immediately after carrying out of the assignment. An extended, broader and/or current account property reservation by the supplier is invalid.

12. Breach of industrial property rights/confidentiality/workshop facilities

The supplier is liable for the goods delivered regarding the breach of domestic and foreign industrial property rights. This is only applicable in as much as they were not produced according to our drafts, drawings and models.

Each contract partner will maintain secrecy of all documents (these include samples, models and data) and knowledge which emanates from the business connexion. Each contract partner will use the documents and knowledge only for aims pursued together and with the same diligence and maintenance of secrecy like with own equivalent documents and knowledge toward third parties. This is the case, if the contract party classifies the documents and knowledge as confidential or has evident interest in the maintenance of their secrecy.

This obligation begins at the first time of receiving the documents or knowledge and ends 36 months after the end of the business connexion.

Drawings and descriptions that we give to our partner remain our inalienable material and intellectual property that is to be given back promptly after carrying out the assignment.

The partner will alienate the property to us that has been produced according to our specifications in drawings and descriptions. This is only possible, if the property has been paid for completely.

The partner bears the cost for maintenance and appropriate storage as well as damage or destruction risk of the workshop facilities.

The mentioned objects can without our written approval neither be scrapped nor be handed to third parties, nor be used for other aims apart from the ones set contractually. The contract parties have to store them carefully.

Workshop facilities (tools, forms, templates, parts, raw materials etc.) and documents (these include samples and data) remain our property despite relinquishing them to our partner.

The partner is obliged to attach a sign showing the workshop facilities as our property. The partner is obliged to insure the workshop facilities against fire, water and theft at replacement value at the partners cost. On demand from us the partner will prove the existence of the respective insurances.

13. Irregularities

Events due to force majeure, business disruption, strikes, raw material or energy shortage or special legal or authority measures as well as situations not caused by us exempt us from the obligation to accept delivery of goods and allows us to revoke the contract or set new delivery dates.

In case it is evident after the contract conclusion that due to poor performance of the partner supply standards are endangered, we can reject paying. We then determine an appropriate period of time in which the partner will have cash on delivery or give a security. If the partner rejects this or fails to keep the time of delivery, we have the right to revoke the contract or claim for compensation.

14. Liability

The partner obliges himself to have a comprehensive and appropriate product liability insurance. Further compensation claims remain unaffected.

15. Place of performance is Haßmersheim/Neckar.

Court of jurisdiction is – legally – Stuttgart, otherwise Mosbach/Baden. By judicial dunning procedures if the buyer is a non trader or belongs to the traders according to § 4 HGB, the court of jurisdiction is Mosbach/Baden. Otherwise the statutory jurisdiction is valid. The law applicable is the German law.

16. Other

Should a clause of this contract be or shall be invalid, the rest of the clauses remain unaffected and valid. The invalid clause is to be replaced by a valid clause, which is nearest to the economical spirit and purpose of the clause.

17. Extended purchasing conditions

Additional extended purchasing conditions valid for the delivery of equipment, machines, loaned out personnel, services, hazardous materials and software are at the homepage of Motip Dupli www.motipdupli.com .

Erstellt: Prozesseigner

Freigabe: TS

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Einkaufsbedingungen