

Terms and Conditions of Purchase of the Schmidt & Bartl GmbH

I. General

1. We order exclusively based on these Terms and Conditions of Purchase, regardless of whether individual cases are governed by a purchase contract, a contract for work, a contract for work and materials or any other contractual relationship. This shall also apply to future business.
2. We do not agree to the inclusion of general business terms and conditions of our suppliers, even if we do not expressly object to the incorporation of our supplier's conditions in a particular case or if we accept delivery or services without reservation.

II. Quotation

In the quotation, the supplier shall precisely refer to amounts and properties of our request for quotation. In case of deviations, the supplier shall notify us formally. Quotations from suppliers shall be free of charge.

III. Prices

Prices shall be fixed for the whole delivery period unless stipulated otherwise. Prices include packaging, ancillary costs, custom duties, transport etc. Statutory VAT must be identified, otherwise it will be considered included in the price.

IV. Technical documentation; molds and tools, non-disclosure

1. Technical documentation such as figures or technical drawings may only be used for production within the framework of our order. They shall not be made available to third parties without our written permission.
2. We retain the ownership and copyright of such documentation. After processing the order or if and when requested by us, the supplier shall return such documentation to us immediately and free of charge.
3. We shall receive ownership of tools, products or software made to fulfil our orders and paid for by us entirely or in part. Transfer of ownership occurs at the time of production. The supplier shall store these products for us and shall only use them to fulfil our order. Upon request, they shall be returned to us. The supplier shall bear the costs of tool maintenance and repair. The destruction and/or disposal of these tools requires our written consent.
4. The supplier shall keep confidential all business or technical information made accessible within the framework of our business relationship.
5. Suppliers are allowed to refer to our business relationship with us in their advertising only if we give express permission in writing.

V. Delivery, incoming goods inspection

The supplier shall deliver products using suitable modes of transport in order to prevent damage and quality impairments (e.g. contamination, corrosion, chemical reaction). Schmidt & Bartl conducts incoming goods inspections according to statistical criteria. The goal is to omit the incoming goods inspection in case of good supply quality.

VI. Invoice, payment terms

1. Invoices shall be sent by separate mail or email. The invoice shall contain our order number, the order date, the supplier number as well as our article number. This information shall be clearly highlighted.
2. Payment shall be made within 14 days after receipt of the ordered goods in conformity with the contract and receipt of a proper and verifiable invoice with 3 % discount, or within 30 days without deductions.
3. We shall have the right to exercise set-off and retention rights within the statutory scope.

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VII. Delivery period and delay

1. The stated delivery dates shall be binding. The decisive factor for compliance with the delivery date or time is the receipt of the goods at Schmidt + Bartl GmbH.
2. In the event of delay in delivery, we shall, at our discretion, be entitled to withdraw from the contract partly or entirely or to claim compensation.
3. We shall have the right to change the agreed delivery dates to an extent reasonable for the supplier if this is required to ensure smooth production in our facility.
4. The supplier is obliged to inform us immediately if circumstances arise or become foreseeable, which may lead to failure to comply with the delivery date or make compliance impossible.

VIII. Place of performance, passage of risk, acquisition of ownership

1. The place to which, according to the order, the goods have to be delivered or where the service is to be performed shall be the place of performance. The place of performance for our payments is our registered office.
2. On supplier's account and supplier's risk the delivery shall be properly packed and shipped (carriage paid), to the address named by us and/or be performed there.
3. With the passage of risk at the place of performance or with handover to a forwarding agent appointed by us, we shall acquire ownership of the goods without reservation of any rights for the supplier.

IX. Quality management system

The supplier agrees to maintain a quality management system according to DIN EN ISO 9000 ff., which shall ensure unobjectionable quality of all deliveries to us within the framework of the business relationship and which shall be regularly monitored by way of internal audits. If deviations are found, the required remedial measures shall be implemented immediately. We shall have the right to inspect the supplier's quality assurance at any time. At our request, the supplier shall make available to us his certification and audit records and shall permit us to access all test records and documentation regarding the goods supplied.

X. General provisions

1. German law excluding conflict of law rules and the United Nations Agreement on Contracts for the International Sale of Goods (CISG) shall apply.
2. For all disputes arising directly or indirectly from the business relationship between Schmidt + Bartl and the supplier, the exclusive legal venue shall be at the registered office of Schmidt + Bartl. For legal action against the supplier, Schmidt + Bartl shall also be entitled to commence legal proceedings at the legal venue of the customer or any other permissible legal venue.
3. If one provision of these terms and conditions and of additional agreements should be or become ineffective, this shall not affect the validity of the terms and conditions in other respects. The parties shall agree upon a provision to replace the ineffective provision that reflects the economic intent of the previous provision as closely as possible.