

I. Scope

- (1) Our terms and conditions apply to the purchase of goods in accordance with the contract concluded between us and the supplier.
- (2) Our terms and conditions apply exclusively; we do not accept any terms and conditions of the supplier which contradict or deviate from our terms and conditions unless we have agreed explicitly and in writing that they shall apply. Our terms and conditions also apply if we accept the service without reservation when aware of terms and conditions of the supplier which contradict or deviate from our terms and conditions.
- (3) These terms and conditions only apply to companies, entities under public law or special funds under public law.

II. Purchase orders

Our purchase orders are binding for one week.

III. Prices and payment terms

- (1) The price stated in our purchase order is binding. It includes delivery and packaging unless explicitly agreed otherwise.
- (2) Unless otherwise agreed, we shall pay the invoice amount within 14 days of delivery and receipt of the invoice with a 2% discount or net within 30 days of receipt of the invoice.

IV. Delivery time

- (1) The delivery time we specify is binding.
- (2) The supplier is obliged to inform us in writing without delay if it is unable to meet the agreed delivery deadline or wishes to deliver sooner. Our rights arising from delays to the service remain unaffected by this obligation to provide information.
- (3) If the supplier fails to meet the deadline, it must pay a contractual penalty of 0.1% of the order amount for each working day of delay up to a maximum of 5% of the order amount. The right to assert legal claims due to delay to the service remains unaffected.

V. Liability of the supplier for defects

- (1) We are entitled to assert legal claims based on defects to the full extent. In particular, we are entitled to ask the supplier to remedy the defect or provide a new service at our discretion. We expressly reserve the right to assert a claim for compensation, including compensation instead of the service, in the full amount for every degree of responsibility in accordance with legal provisions.
- (2) The limitation period for claims based on defects is three years and starts when the risk is transferred.

VI. Liability of the supplier for damage

- (1) The supplier shall be liable to us for any damage caused by it or its auxiliaries in the full amount and for every degree of responsibility in accordance with legal provisions.
- (2) The supplier shall bear the risk of damage during shipping.

VII. Form of statements

Legally relevant statements and notifications to be made by the supplier to us or a third party require the written form.

VIII. Place of performance, applicable law, place of jurisdiction

- (1) The place of payment and performance is our headquarters.
- (2) German law applies exclusively. The UN Convention on Contracts for the International Sale of Goods does not apply.
- (3) The sole place of jurisdiction is the competent court of our headquarters.