

§ 1 Scope of the provisions

The following General Terms and Conditions of Purchase apply to all current and future orders placed by Schnorr GmbH (hereinafter referred to as: the "Purchaser"), in particular to our purchases of goods and to services and work commissioned by us. General terms and conditions of the contractor shall not apply unless we have explicitly consented to such terms and conditions in writing. The following terms and conditions shall also apply if we accept delivery from the contractor without reservation although we have knowledge of terms and conditions of the contractor conflicting with or deviating from our Terms and Conditions.

§ 2 Conclusion of the contract and changes to a contract

1. The written declarations are decisive for the scope of the order. An order by the Purchaser is an offer to the contractor to purchase goods or services or work. An order may be revoked by the Purchaser at any time prior to acceptance without any liability towards the contractor. An order does not constitute acceptance of an offer from the contractor unless expressly stated in the order. References in orders to offers or letters from the contractor apply exclusively to the item referred to and only to the extent that the order does not conflict with the item referred to.
2. Orders, contracts and delivery schedules as well as their changes and additions must be made in writing. Even after the conclusion of the contract, legally relevant declarations and notifications (such as the setting of deadlines, reminders, declarations of withdrawal/ termination and changes to the contract) must be in writing (electronic form and text form sufficient). On behalf of the Purchaser, only officers with statutory authority and managing directors are authorized to make verbally agreed deviations from this regulation.
3. Cost estimates are not subject to charge unless explicitly otherwise agreed in writing.
4. Insofar as the parties have agreed on delivery schedules in the context of an ongoing business relationship and no other express provision has been made in such agreement, individual orders with regard to such delivery schedule represent the acceptance of an offer made by the contractor.

§ 3 Delivery, deadlines and dates

1. Agreed dates and deadlines are binding. The receipt of the goods by us or the proper provision of the service or the sending of the corresponding documentation to the location specified by the Purchaser is decisive for compliance with the delivery date or the delivery period. Partial deliveries are generally not permitted unless we have expressly consented to them or they are reasonable for us.
2. The persons / vicarious agents of the contractor who carry out work on our factory premises in fulfillment of the contract must observe the provisions of the respective plant regulations. Liability for accidents that occur to these persons on the company premises is excluded, unless the accident was caused by us intentionally or through gross negligence, or it is an injury to life, limb or health or a breach of essential contractual obligations. The compensation for the breach of essential contractual obligations is limited to the contract-typical, foreseeable damage, unless there is intent or gross negligence or liability is due to injury to life, body or health. Essential contractual obligations are obligations, the fulfillment of which enables the proper execution of the contract in the first place and which the contractor can regularly rely on to be observed.
3. Unless otherwise agreed, goods will be delivered to the delivery location named in the order DDP Incoterms 2020. Delivery times and dates refer to delivery to the place of delivery. The risk of accidental loss or accidental deterioration of the goods is only transferred to the Purchaser with proper and complete delivery at the specified place of delivery. The place of delivery is the place of performance.
4. Unless otherwise agreed, all goods must be properly packaged, labeled in accordance with the applicable provisions, provided with a barcode and dispatched with due diligence. The delivery must be accompanied by information that can be recorded in an automated process and enables the delivered goods to be traced.
5. Reservations of title by the contractor for goods only apply insofar as they relate to the customer's payment obligation for the respective products to which the contractor reserves title. In particular, any extended retention of title is not permitted. Processing, mixing, combining or further processing of delivered goods by the customer is carried out for the customer himself, so that the customer is considered the manufacturer and acquires ownership of the new item in accordance with the statutory provisions.
6. If the contractor sees difficulties in terms of production, supply of raw materials, compliance with the delivery date etc. in advance that could prevent the contractor from delivering on time or in the agreed quality, the contractor must notify us immediately.
7. If the contractor is culpably in default with his performance, the Purchaser is entitled to a contractual penalty in the amount of 0.2% of the price (gross) for each commenced calendar day on which the contractor is in default. Overall, the contractual penalty for delay is limited to an amount of 2% of the price (gross). The contractual penalty shall be offset against the default damage to be compensated by the contractor.
8. The unconditional acceptance of the delayed delivery or service does not constitute a waiver of any claims for compensation due to the delayed delivery or service; this also applies in case of full payment of the remuneration owed by us for the delivery or service concerned.
9. We are entitled to use software that is part of the scope of delivery of the product, including its documentation, to the extent permitted by law (§§ 69a ff. UrhG). We are furthermore entitled to use such software, including documentation, with the agreed performance features and to the extent necessary for the contractual use of the product. We are also allowed to make a backup copy without an express agreement.
10. The statutory provisions apply to any default in acceptance. However, the contractor is expressly obliged to offer us his service, even if a specific or definable calendar time has been agreed for an action or cooperation on our part (e.g. provision of material).

11. In the case of intra-community deliveries to us from an EU member state other than Germany, the contractor shall not charge us any VAT, but shall demand our valid VAT identification number. In the case of intra-community deliveries, the carrier undertakes to provide Schnorr GmbH with confirmation of the arrival of the item in an intra-community delivery (confirmation of arrival) immediately without request.
12. The contractor is obliged to submit the contractor declaration(s) and long-term contractor declaration(s) for the goods he has delivered. In addition, the contractor will provide us with all information for the contractor self-assessment and for the contractor evaluation to be carried out by us. In addition, the contractor shall indicate the country of origin on the delivery notes, his invoices and the long-term contractor declaration. The contractor shall provide us with documents relating to the goods he has delivered, which must comply with the law of the place of delivery as well as the law of the destination notified by us. In the case of long-term contractor declarations, the contractor is obliged to inform us immediately of any changes to the facts on which the information provided is based.
13. Deliveries shall only be made on IPPC compliant pallets.

§ 4 Prices, shipping instructions, payment terms

1. Unless otherwise agreed, the prices are free delivery duty paid (DDP according to Incoterms 2020) including packaging. VAT is included in the prices unless it is specifically stated.
2. Unless otherwise agreed, the agreed price is due for payment within 30 calendar days of complete delivery and / or service (including any agreed acceptance) and receipt of a proper invoice. The invoices must contain the order number and item description.
3. If the contractor has taken over the installation or assembly and nothing else has been agreed, the contractor bears all necessary ancillary costs such as travel expenses, provision of the tool and releases.

§ 5 Off-set, assignment

1. Except in mutual commercial transaction, rights of the contractor arising from an order may only be assigned or transferred to third parties with mutual consent.
2. We are entitled to set-off and retention rights to the extent permitted by law. The contractor can only offset our claims against claims which are accepted by us, which are undisputed or which are established by a legally binding judgment.

§ 6 Quality information, warranty for defects; liability

1. The contractor warrants that his delivery / service complies with the contractually agreed characteristics, in particular our specifications, the other requirements and standards, as well as the recognized rules of technology and finally the industrial safety and accident prevention regulations, as specified in particular in European or German industrial standards (DIN / EU standards) and other recognized technical regulations. The contractor shall manufacture and deliver the ordered goods in such a way that they can be used safely; in particular, any storage and operating regulations or handling instructions are to be transmitted together with the service / delivery without further request by us. Any dangers must be clearly indicated by means of clearly visible attachment of generally understandable or generally recognized hazard symbols and warning notices.
2. Acceptance is subject to an examination for defects, in particular for correctness and completeness as well as with regard to quality and quantity, insofar and as soon as this is customary in the ordinary course of business. The Purchaser is not obliged to examine the subject of performance for defects at the time the contract is concluded. In case the Purchaser and the contractor have entered into on a contractor quality agreement or the Purchaser has commissioned the contractor to carry out the incoming inspections of goods for the Purchaser, the Purchaser's obligation to inspect the incoming goods is limited to inspect the goods with regard to identity, quantity and externally visible transport damages as well as obvious defects. Inspections and complaints shall be made in time within a total of 10 working days. Hidden defects may be notified to the contractor within 7 working days of their discovery.
3. In case of excess deliveries that exceed the customary level, we reserve the right to return the excessively delivered goods at the expense of the contractor.
4. The statutory provisions on material defects and defects of title apply, unless otherwise stated herein.
5. We have the right to choose the type of supplementary performance. The contractor may refuse the type of supplementary performance chosen by us if it is only possible at disproportionate costs.
6. In urgent cases, in particular to handle imminent dangers or to avoid major damages, in which it is not possible to inform the contractor of the defect and the threatened damage and advance and to set at least a short deadline to remedy the defect, we are entitled to remedy the defect ourselves or by a third party at the expense of the contractor.
7. In the event of defects of title, the contractor shall also indemnify us against any third party claims which may exist, unless the contractor is not responsible for the defect of title.
8. Claims for defects shall be subject to a three-year limitation period – except in cases of fraudulent intent – unless the product has been used for a building construction in accordance with the customary use thereof and caused the defectiveness of the building. The limitation period starts to run on the date of delivery (date of passing of risk). Any suspension of the statute of limitations is based on the statutory provisions.
9. Upon receipt of a notification of defects by the contractor, the statute of limitations for warranty claims is suspended until the contractor rejects the claims or declares that the defects have been remedied or otherwise refuses to continue negotiations on the claims. In the case of a replacement delivery and/or the remedy of defects, the warranty period for replaced and reworked parts begins anew, unless the Purchaser had to assume, based on the conduct of the contractor, that the latter felt not obliged to take the action, but only to provide a replacement delivery or to remedy the defect for Goodwill reasons or similar reasons.

10. If the contractor purchases goods from third parties for the production of the goods to be delivered or for the delivery itself, he is obliged to inspect the incoming goods so that compliance with the product specifics of the purchased goods is ensured. Insofar as parts purchased by the contractor are used for production, the contractor is obliged to carry out a subsequent inspection after the purchased goods have been used.

§7 Product liability

1. The contractor warrants that his delivery / service is defect free in the meaning of the German Product Liability Act.
2. In the event of third party claims against us based on product liability, the contractor is obliged to indemnify us from such claims insofar and to the extent that the damage is caused by a defect in the contractual goods or service supplied by the contractor. In cases of liability dependent on fault this shall, however, only apply if the supplier is responsible for the defect.
3. In cases based on Sec. 7.1 above, the contractor shall bear all the costs and expenses including the costs of taking any legal action.
4. In all other respects the statutory provisions shall apply.
5. Prior to conducting a recall campaign that is wholly or partially the result of a defect of the supply of the contractor, we will inform the contractor, give him the opportunity to cooperate and discuss an efficient implementation with him, unless the information or the involvement of the contractor is not possible due to a particular urgency. If a recall campaign is the result of a defect in the supply of the contractor, the contractor bears the costs of the recall campaign, unless he is not responsible for the defect.

§ 8 Reservation of title; parts provided

1. Insofar as we provide the contractor with goods, we reserve the title to such goods. Any processing or transformation by the contractor is performed for us. If our goods, which are subject to reservation of title, are processed with other items not belonging to us, we shall acquire joint ownership in the new product in the same proportion as that of the value of our product with respect to that of the other items processed at the time of such processing.
2. If the goods provided by us are indivisibly intermingled with other items not belonging to us, then we shall acquire joint ownership in the new product in the same proportion as that of the value of the goods subject to reservation of title with respect to that of the other intermingled items at the time of such intermingling. If such intermingling is conducted in such a manner that the items not belonging to us are deemed to be the principle product, then it shall be agreed that the contractor transfers proportionate ownership to us. The contractor shall store the solely owned or jointly owned property thus created on our behalf.

§ 9 Documentation and confidentiality, references

1. All business and technical information we make available (including characteristics which can be derived from any items, documents or software handed over, and other knowledge or experience) is to be kept secret vis-à-vis third parties as long and insofar as it is not provably public knowledge, was rightfully received by the contractor from a third party without any obligation of confidentiality or was independently developed by the contractor without use of the disclosed information, and it may only be made available to those persons in the contractor's own business who have to be involved in the use thereof for the purpose of the supplies to us and who have similarly been committed to uphold secrecy; in particular the information remains our exclusive property. Without our prior written consent such information may not be duplicated or used commercially except for supplies to us. If we request so, all of the information stemming from us (including, if appropriate, any copies or records made thereof) and items provided on loan must be returned to us in full without undue delay or be destroyed.
2. We reserve all rights to such information (including copyright and the right to register industrial property rights such as patents, utility models, semiconductor protection etc.). Insofar as third parties have made these available to us, this reservation of all rights also applies with respect to such third parties.
3. Products manufactured in accordance with documents drafted by us, such as drawings, models et cetera, or in accordance with our confidential details or using our tools or replicated tools may not be used by the contractor neither by the contractor itself, nor offered or supplied to third parties. Only we are entitled to the rights of use and they are to be transferred to us upon demand.
4. The contractor may only refer to the Purchaser if the Purchaser has given its written consent.

§10 Orders for computer, electronic and control software

1. If the Purchaser orders computer, electronic, control or other software (hereinafter collectively referred to as "Software"), when developing and producing the Software the contractor shall comply with the requirements specifications compiled by us or our customer and with the know-how otherwise conveyed to the contractor either orally or in writing (hereinafter referred to as "Contract Know-how"). We have full ownership of the requirements specifications provided to the contractor for use and of the Contract Know-how provided to the contractor. Furthermore, we are and remain the sole owners of all protective rights, copyright, rights of use and exploitation rights and of all other rights to the requirements specifications and the Contract Know-how.
2. Contractor grants to Purchaser for any work results in this respect without limitation in place, time or manner the exclusive and irrevocable rights of use in any known or unknown manner at the time of their development, and furthermore exclusive and unlimited title for those work results, where title may be transferred. Purchaser is in particular without limitation entitled to reproduction, editing (including the combination of software with other programs, the transformation and the conversion for other programming languages and other operating systems), transmission in other forms of presentation and modification in any other way of the work results, to proceeding or amending, to distribution of the work results in modified or unmodified versions or to wire-bound or wireless public reproduction

and to grant sub-licenses and/or to transfer any and all rights of use pursuant to this agreement against or without compensation from third parties.

3. The contractor is obliged to ensure, by reaching respective agreements with its employees involved in the development and production of the Software and with any sub-contractors engaged by the contractor and freelance employees, that the aforementioned rights to the Software and to the respective descriptions, documentation and data media are transferred to us in accordance with the foregoing provisions.
4. The contractor warrants that the Software developed or produced by the contractor is free of third party protective rights which could restrict or impair the use of the Software by the Purchaser and/or its customers. The contractor indemnifies the Purchaser to this effect from all third party claims on account of an infringement of industrial property rights by its services and from the costs associated therewith, unless the contractor is not responsible for the breach of duty.
5. The parties shall inform one another without undue delay as soon as a third party alleges any infringement of protective rights through the services of the contractor or asserts any claims on account of an infringement of its protective rights. If any claims are asserted against us or to be anticipated on account of an infringement of industrial property rights, the contractor may amend or substitute at its expense the Software developed and produced by the contractor to an extent which we or our customers can be reasonably expected to accept.

§ 11 Contractor's labor force

1. The contractor warrants that he will only employ workers from countries outside the European Union if they are in possession of a valid work permit and a valid social security card. He ensures that this obligation is also observed by his sub-contractors.
2. Insofar as the Purchaser commissions work or services, the contractor shall also be obliged vis-à-vis the Purchaser to pay the minimum wage and to pay the vacation fund contributions in accordance with the Minimum Wage Act ("MiLoG"), the German Posted Workers Act ("AentG") and the German Social Security Code ("SGB") IV and VII. He ensures that this obligation shall also be observed by his subcontractors.
3. In the event of a violation by the contractor or a subcontractor of the above-mentioned provisions and insofar as the Purchaser commissions work or services, the contractor shall indemnify the Purchaser from all claims based on Purchaser's liability as guarantor pursuant to statutory provisions regulated in MiLoG, AentG and/or SGB IV and/or SGB VII. This also applies if Purchaser's liability as guarantor arises from further subcontracting and/or the commissioning of lenders.
4. In the event of a culpable breach of the obligation specified in paragraph 3 above, the contractor pays a contractual penalty in the amount of a net monthly salary per affected employee, regardless of further claims for damages by the contractor.

§ 12 Special tools

1. The term "Special Tools" means all samples, tools, models, molds, measurement equipment, testing equipment, cutting tools, testing tools, drawings and templates and all other tools required to produce the goods, which the contractor did not yet use or acquire prior to the purchase order for the goods and which the contractor procured at its expense solely to produce the goods ordered by us. Excluded from this is such equipment and such tools which we provided the contractor with for the production of the goods.
2. The contractor undertakes to obtain our written consent, which may only be refused for good cause, if the contractor would like to procure the Special Tools from contractors other than those hitherto installed at the contractor or proposed by us, if we rely on absolute quality compliance because of the possibility of major damages for our customers in case of quality variances of the supplies and if we have advised the contractor accordingly. Good cause justifying refusal of our consent is deemed to be, in particular, a significant difference in quality compared with the products of the contractor of the Special Tools hitherto installed or proposed by us.
3. The contractor shall, under the preconditions of Sec. 12 Para. 2, keep the Special Tools in a proper condition and regularly maintain them at its own expense so that the proper production of the goods is guaranteed.

§ 13 Place of performance; applicable law; jurisdiction; partial ineffectiveness

1. The place of performance for all orders and purchase orders placed by us is 71069 Sindelfingen, Germany.
2. The legal relationships between the contractor and us are solely governed by the laws of the Federal Republic of Germany to the exclusion of the conflict of laws provisions and the UN Convention on Contracts for the International Sale of Goods (CISG).
3. The courts with jurisdiction for Sindelfingen shall have jurisdiction and venue over all legal disputes arising directly or indirectly from contractual relationships based on these Terms and Conditions of Purchase. We further have the right to take legal action against the contractor at our discretion at the court with jurisdiction at the registered office or principal place of business of the contractor.
4. If single provisions are ineffective or impracticable or the contract contains gaps, the rest of the contract remains effective. Insofar as the contract or these General Terms and Conditions of Purchase contain gaps, those legally effective provisions shall be deemed to have been agreed to fill these gaps, which the contractual partners would have agreed upon according to the economic objectives of the contract and the purpose of these General Terms and Conditions of Purchase, if they had known the gaps.