

Terms and conditions of purchase WWS Technische Keramik GmbH

1. Conclusion of contract

1.1 WWS shall order exclusively on the basis of its terms and conditions of purchase. Any other terms and conditions shall not become an integral part of the contract, even if WWS does not explicitly object to them. If WWS accepts a delivery/service without any explicit objection, this cannot be interpreted under any circumstances as meaning that WWS has accepted the supplier's terms and conditions of delivery. On submission of offers, the supplier shall declare his agreement with the terms and conditions of purchase of WWS. If no such explicit declaration is made, the execution of the order shall at all events be considered as acceptance of the terms and conditions of purchase of WWS. These terms and conditions of purchase shall also apply to all future contractual relationships with the supplier.

1.2 If the supplier submits an offer in response to an inquiry by WWS, he shall comply exactly with the request by WWS or expressly point out any deviations from such an enquiry.

1.3 If WWS can prove by submission of a transmission report that WWS sent a declaration by fax or remote data transmission, it shall be assumed that the supplier received such a declaration.

1.4 WWS may request alterations to the subject matter of delivery even after the conclusion of the contract to the extent that this is reasonably acceptable for the supplier. In the event of such an amendment, the impact, particularly with regards to additional or lower costs and delivery deadlines, must be duly considered by both parties.

2. Prices, shipment, packaging

2.1 The agreed prices shall be deemed to be fixed prices and shall exclude any additional claims whatsoever. Costs for packaging and transport to the delivery address and/or place of use stated by WWS as well as for any customs formalities and customs duties shall be deemed to be included in these prices. Unless otherwise agreed in writing, the price for all shipments "ex works" shall include packaging. If a price has been agreed "ex works", "ex warehouse" or the like, the forwarder of choice specified by WWS has to be used. All costs which arise until transfer of the consignment to the transport company including loading and carriage shall be at the expense of the supplier. If no prices are stated in the order, the currently applicable list prices of the supplier shall apply with the rebates customary in the trade.

2.2 Any delivery bills, consignment notes, invoices and all correspondence shall specify the order number of WWS. Offers shall bear the inquiry number.

2.3 WWS shall only accept deliveries of the quantities or numbers of items ordered. Any higher or lower quantities shall not be admissible unless agreed upon in advance with WWS.

2.4 The shipment shall be at the risk of the supplier. The risk of any deterioration, including accidental loss shall, therefore, remain with the supplier until delivery to the delivery address and/or place of use requested by WWS.

2.5 The supplier's obligation to take back the packaging shall be governed by the statutory provisions. The goods shall be packaged in such a way that damage to the goods in transit is avoided.

3. Invoicing, payment, default in payment

3.1 To the extent necessary for their understanding, invoices shall be submitted in a proper form with all corresponding documents and data specified separately after delivery has been made. Pending the submission of a proper invoice, WWS shall have a right to refuse payment. Payment shall be determined by the actual quantities, weights or other units on which the delivery is based as well as by the prices agreed upon.

3.2 Payment shall be according to standard trade practice. Unless otherwise agreed upon in writing, WWS shall pay the purchase price, at its option, within 14 days with a 2% discount or net within 30 days after delivery and receipt of the invoice. Payment shall be deemed to be on time if a remittance order has been placed on the last day of the period allowed for payment.

3.3 If certification on material testing and quality have been agreed upon, they shall constitute an integral part of the delivery and shall be made available to WWS together with the delivery. They have to, however, be available to WWS no later than five days after receipt of the invoice. The term of payment shall not commence before the agreed certification has been received.

3.4 The settlement of an invoice shall not be deemed to be a waiver in respect of a notification of defects in the invoiced goods. In the event of a defective delivery, WWS shall be entitled to withhold payment in the proportion of the corresponding value pending proper performance.

4. Delivery dates, delivery delays, force majeure

4.1 The dates of delivery agreed upon shall be binding; the supplier shall be in default if a fixed date of delivery is missed, without this requiring any reminder. In the case of obligations to be performed, compliance with the date of delivery or the delivery period shall be determined by the receipt of the goods at the place of receipt and/or use specified by WWS.

4.2 If the supplier becomes aware that a date agreed upon cannot be met for any reasons whatsoever, he shall inform WWS without delay and state the underlying reasons as well as the probable duration of the delay in writing.

4.3 If the supplier defaults by exceeding the date of delivery, WWS shall be entitled to impose a penalty of 0.1% of the total order amount per working day and no more than 5% of the total order amount. The right reserved to enforce the contractual penalty can be asserted until the invoice is paid.

4.4 The supplier may only invoke failure by WWS to submit any necessary documents if he requested such documents by way of a written reminder and did not receive them within a reasonable period of time.

4.5 Force majeure shall exempt the contracting partners for the duration of the interference and within the scope of its impact from their obligations. The contracting partners shall be obliged to provide the necessary information as soon as reasonably possible and adjust their obligations to the changed circumstances in accordance with the principle of good faith. WWS shall be exempt from the obligation to accept the delivery/service ordered as a whole or in part and shall be entitled to rescind the contract if the delivery/service is no longer usable because of the delay caused to WWS as a result of force majeure - taking into account economic aspects.

4.6 WWS shall not accept partial deliveries unless explicitly agreed upon. With any partial deliveries agreed upon the residual quantity must be specified.

5. REACH-Regulation

5.1 The supplier is obligated to fulfil his duties according to European Union Regulation 1907/2006 for registration, evaluation, authorization and restriction of chemicals, "REACH". In particular, the supplier is required to provide WWS with a material safety data sheet according to the provisions of Regulation 1907/2006 with any relevant deliveries.

5.2 The supplier shall be obliged to provide WWS with the information necessary in compliance with art. 32 of the REACH regulation unsolicited and in due time.

6. Liability

The supplier shall be liable for any form of contractual violations in accordance with the statutory provisions unless otherwise agreed upon in these terms and conditions.

7. Liability for material defects, guarantee

7.1 The specification agreed upon shall be an integral part of the order and may only be amended with the mutual consent of both contracting partners. Any description of the scope of delivery or any drawing to be considered as binding shall also be deemed to be a specification. Deviances from the specification shall always be deemed as a fundamental breach of contract, unless WWS is able to transfer the item with very little effort to the status due according to contract.

7.2 The supplier, its subcontractors and involved third parties commit to use ecologically sound products and processes in the deliveries/services within the framework of economic and technical possibilities. The supplier shall be liable for the environmental compatibility of the products and the packaging materials delivered as well as for all consequential damage or loss caused by a violation of his statutory disposal obligations.

7.3 WWS shall notify the supplier in writing and without delay of any apparent defects in the delivery/service and/or transport damages as soon as they are identified in accordance with a proper business procedure, but no later than within ten working days after receipt of the delivery at WWS.

7.4 WWS shall be obliged to inspect incoming goods for transport damage within ten working days of receipt of the delivery.

7.5 WWS shall have the principal right for all contracts to choose the type of subsequent performance, unless the contracting partner has the right to refuse subsequent performance or WWS chooses a right of subsequent performance which is unreasonable for the supplier to accept.

7.6 If a product, service or construction is faulty and it is not mended successfully within an appropriate period of time stipulated, WWS shall be entitled to remedy the defect itself and to claim reimbursement of the necessary costs, unless the supplier refuses supplementary performance legitimately. In this case the legal provisions for self-repair of work and service contracts (section 637 BGB) shall apply accordingly.

7.7 Unless agreed upon otherwise the period of limitation for any claims of defect shall be 36 months from passing of risk.

7.8 The supplier is required to carry out quality assurance of a suitable nature and scope corresponding to the current state of technologies and if requested verify this to WWS. If WWS considers it necessary the supplier shall be obliged to sign a corresponding quality assurance agreement.

7.9 The supplier guarantees and assures that all deliveries/services correspond to the most recent technologies, comply with the relevant legal provisions as well as the provisions and guidelines imposed by public authorities, trade associations and specialist associations. If deviations from these provisions are necessary in individual cases, the supplier must obtain written consent. The warranty obligations of the supplier shall not be restricted by such a consent. If the supplier has any concerns in respect of the type of execution requested by WWS, the supplier shall notify WWS in writing and without delay.

7.10 The supplier guarantees and assures that all deliveries shall be free of proprietary rights of third parties and, in particular, that the delivery and use of the subject matters of the delivery shall not infringe any patents, licenses or other proprietary rights of third parties within Germany. If it is known to the supplier that a product is distributed by WWS in certain countries, the above shall also apply to these countries.

8. Miscellaneous

8.1 Should individual parts of these terms and conditions of purchase be legally invalid, the validity of the remaining provisions shall not be impaired.

8.2 The supplier shall not be entitled to transfer the order or essential parts thereof to third parties without prior written consent of WWS.

8.3 WWS shall treat personal data of the supplier in accordance with the German Data Privacy Act.

8.4 Unless explicitly agreed upon otherwise, the place of performance for delivery obligation shall be the shipment address and/or place of use requested by WWS.