
I. General provisions

1. The legal relationship between the Supplier and WUTRA Fördertechnik GmbH — hereinafter referred to as the Purchaser — shall be governed exclusively by these Terms and Conditions of Purchase. We do not recognise the Supplier's terms and conditions of business unless we have expressly agreed to their validity in writing. This shall also apply if we accept the Supplier's delivery without reservation in the knowledge that the Supplier's terms and conditions conflict with or deviate from our own Terms and Conditions of Purchase.
2. Our Terms and Conditions of Purchase shall apply to all future transactions with suppliers. The version as amended shall prevail over any other versions.

II. Offer, offer documents

1. Our declarations are only legally binding if they have been made or confirmed by us in writing. Any deviations from these Terms and Conditions of Purchase shall also require our written confirmation. Verbal collateral agreements shall not be considered as valid.
2. The Supplier shall be obliged to accept our order at once with a binding confirmation of the delivery time.
3. We reserve the rights of ownership and copyrights to any drawings, illustrations, calculations, descriptions and other documents and aids which we have provided to the Supplier. This especially applies to electronic data carriers or data transmitted by remote data transmission. The Supplier may not make such data, goods or the content thereof available to third parties, nor may they or any contracted third parties disclose or use them for any reason other than for the purposes we intended. Once such data are no longer required for the ordinary course of business, the Supplier shall delete these without being requested to do so and shall destroy documents as well as any printouts and copies that they have made.
4. The Supplier may only commission the order or material parts thereof to independently operating third parties if we have consented to this in writing.

III. Delivery dates and deadlines, delays

1. Our specified delivery time shall be binding. The Supplier shall be obliged to inform us immediately in writing if they cannot meet the agreed delivery date or would like to deliver at an earlier time/date. Our rights due to delay in performance shall remain unaffected by this duty to inform.
2. The Supplier shall be obliged to compensate the Purchaser for the damage caused by the delay. This does not apply to loss of profit and damages from business interruptions. In the case of minor negligence, compensation shall be limited to additional freight costs and retrofitting costs. After failure to comply with an extended deadline or after loss of any further interest in the delivery, compensation shall be limited to the additional expenses for covering purchases. When assessing the level of compensation, due consideration shall be given in good faith to the economic circumstances of the Supplier, the nature, scope and duration of the business relations and, if applicable, also the value of the supplied part to the benefit of the Supplier.

IV. Packing, shipping, delivery, guarantee

1. Unless otherwise agreed, the delivery shall be made free of charge to the delivery address stated in the order. In this context, the goods to be delivered shall be properly packaged as is customary in the trade. The delivery address must be taken into consideration.
2. Defects shall be deemed to have been notified in due time if the Purchaser sends the notice of defects to the Supplier within two weeks of receiving the goods, or in the case of hidden defects, within two weeks of discovering the defect. Notification by fax or email shall also be deemed to have been received in good time.
3. We are entitled to the statutory warranty claims in full. We shall particularly be entitled to demand that the supplier
4. either remedies the defects or delivers new goods as we see fit. In this case, the Supplier shall be obliged to bear all expenses required in order to remedy the defect or to deliver a replacement. The Supplier expressly reserves the right to claim damages for any degree of fault, particularly for non-performance. The guarantee period is 36 months, calculated from the date of transfer of risk, unless a longer warranty period is stipulated by law.

V. Invoicing and payment

1. The price stated on the order is binding.
2. The invoices must be sent to us in single copy which states our order number.
3. Unless otherwise agreed, payments shall be made within 60 days of receiving the invoice in the net amount or, at the discretion of the Purchaser, within 14 days of receipt of the invoice with a 3% discount.
4. The Supplier shall not be entitled to assign their claims against the Purchaser or to have them collected by third parties without the prior written consent of the Purchaser, who should not unreasonably withhold such consent. In the event of extended retention of title, this consent shall be deemed to have been granted.
5. In the event of a faulty or incomplete delivery, the Purchaser shall be entitled to withhold payment in proportion to the value until proper delivery.

VI. Liability

1. The Supplier shall be liable to us for any damage caused by them or their vicarious agents in the full amount and for any degree of fault in accordance with the statutory provisions. This also applies to damage due to inadequate packaging and to transport damage.
2. If the Supplier is responsible for any product damage, they shall be obliged to indemnify us against claims for damages by third parties on the first request.
3. The Supplier agrees to take out product liability insurance with coverage of at least EUR 2.5 million per personal injury/property damage case as a lump sum. If we are entitled to further claims for damages, these shall remain unaffected.

VII. Property rights

1. The Supplier guarantees that no rights of third parties have been infringed upon in connection with their delivery.
2. If claims are asserted against us by a third party of the Supplier, the Supplier shall be obliged to release us from such claims on the first written request. The Supplier's obligation to release and indemnify us relates to all expenses that were necessary for us as a result of or in connection with the claim by a third party.

VIII. Final provisions

1. The place of performance and payment is the location of our registered office.
2. The place of jurisdiction for both parties is the court responsible at the location of our registered office.
3. Relations between the Purchaser and the Supplier shall be governed exclusively by the laws of the Federal Republic of Germany.
4. If individual provisions of these Terms and Conditions of Purchase or the supply contract are or become invalid, this shall not affect the validity of the remaining provisions.