

General Terms and Conditions of Purchase

1. General – Scope of Application

- 1.1 These General Terms and Conditions of Purchase shall apply to all contracts, purchase orders and procurements of H. F. Meyer Maschinenbau GmbH with suppliers.
- 1.2 These General Terms and Conditions of Purchase shall apply exclusively. Any conflicting, deviating or supplementary terms and conditions of the Supplier shall not be recognized unless we have expressly agreed to their applicability in writing.
- 1.3 Silence with regard to deviating terms communicated by the Supplier shall not constitute consent. These General Terms and Conditions of Purchase shall also apply if, in knowledge of conflicting or deviating terms and conditions of the Supplier, we accept order confirmations and/or deliveries or make payments without reservation.
- 1.4 These General Terms and Conditions of Purchase shall apply only in business transactions with entrepreneurs within the meaning of Section 310 (1) of the German Civil Code (BGB).
- 1.5 For the purpose of the General Terms and Conditions of Purchase, “text form” means a readable declaration on a durable medium (e.g email) that does not require a handwritten signature.

2. Orders

- 2.1 Contractual agreements between us and the Supplier regarding prices, services and payment terms shall apply exclusively to the respective individual contract concluded and shall not apply to subsequent orders.
- 2.2 Orders and acceptances thereof as well as any amendments or supplements shall require text form (e.g. email). Oral ancillary agreements at the time of contract conclusion shall only be effective if confirmed by us in text form. The same shall apply to amendments made after conclusion of the contract.
- 2.3 The Supplier shall confirm orders and amendments in writing without delay. If the Supplier does not accept the order/amendment within forty-eight (48) hours after receipt by proper confirmation, we shall be entitled to revoke the order. The decisive factor shall be the time of receipt of the confirmation by us. The Supplier shall not derive any claims from such revocation.
- 2.4 Any full or partial assignment or subcontracting of the ordered deliveries or services to third parties shall require our prior written consent.
- 2.5 Costs for insuring the goods, in particular transport or forwarding insurance, shall not be borne by us.
- 2.6 The Supplier undertakes to ensure that these General Terms and Conditions of Purchase are also complied with by third parties engaged by the Supplier. For this purpose, the Supplier shall provide such third parties with a copy of these General Terms and Conditions of Purchase.

3. Delivery – Passing of Risk

- 3.1 Binding delivery dates shall be determined by us in coordination with the Supplier. Advance deliveries and partial deliveries shall only be permitted with our prior consent.
- 3.2 Agreed delivery dates shall be binding. Unless otherwise agreed in text form, dates and deadlines shall commence upon receipt of our order by the Supplier.
- 3.3 Timeliness of deliveries and services shall be determined by receipt of the goods at the specified delivery address. Delivery in a condition ready for acceptance shall be decisive.
- 3.4 Circumstances that endanger or render impossible compliance with agreed delivery dates shall be notified to us immediately in writing, stating the reason and the expected duration of the delay. In the event of failure to comply with delivery dates, we shall be entitled to the statutory rights.
- 3.5 On our premises, the Supplier shall comply with all safety, environmental protection and fire safety regulations applicable to external personnel.
- 3.6 The results determined by our incoming goods inspection in coordination with the relevant departments regarding dimensions, quantity, weight and quality of the delivered goods shall be decisive.
- 3.7 In the case of deliveries delivered to the agreed place of performance, the risk shall pass to us once the contractual delivery has been handed over and accepted at the place of performance.
- 3.8 H. F. Meyer Maschinenbau GmbH shall be entitled to return deliveries made prior to the agreed delivery date at the Supplier’s expense or to charge the Supplier for any resulting storage costs.
- 3.9 Cases of force majeure, labor disputes (strikes, lockouts), operational disruptions, operational restrictions and similar events leading to a reduction in demand for the ordered goods shall release H. F. Meyer Maschinenbau GmbH, for the duration and to the extent of their effect, from any obligation to take delivery.
- 3.10 If the Supplier is in default of delivery, H. F. Meyer Maschinenbau GmbH shall be entitled to demand a contractual penalty of 0.5% of the net order value per working day (Monday to Saturday, excluding public holidays), but not exceeding 5% of the net order value. Assertion of further damages shall remain unaffected. Any contractual penalty paid shall be offset against further claims for damages. H. F. Meyer Maschinenbau GmbH reserves the right to assert the contractual penalty until final payment.

4. Packaging – Shipment – Labelling of Goods

- 4.1 The delivered goods shall be labelled, packaged and shipped in accordance with our specifications. Packaging and shipping regulations shall be complied with. Goods with damaged primary and/or secondary packaging shall generally not be accepted and may be returned to the Supplier at the Supplier’s expense.
- 4.2 Deliveries shall be made on proper transport carriers (undamaged, clean and suitable for their purpose), securely packaged and secured for transport.
- 4.3 Each delivery shall be accompanied by delivery notes containing at least the following information: description of contents by type and quantity – our purchase order number – our article number – our article description – our project number.

4.4 A shipping notice shall be sent to us no later than on the day of dispatch.

5. Prices – Invoice – Payment – Prohibition of Assignment

- 5.1 The prices stated in our order shall be binding. Unless otherwise agreed, prices shall include packaging and shipping costs and shall be delivered to the agreed place of performance.
- 5.2 Invoices shall be issued immediately after dispatch of the goods and must include the following information: delivery note number – our purchase order number – our project number – our article number – our article description – Supplier's article description – packaging unit. VAT shall be shown separately. Invoices shall be sent electronically to rechnung@hfmeyer.de.
- 5.3 Payments shall be made in accordance with the terms stated in the order. Unless otherwise agreed, payment shall be made within 30 days with a 3% discount or within 60 days net. The decisive date shall be the receipt of a defect-free delivery and a verifiable invoice.
- 5.4 All payments shall be made subject to proper contractual performance and correctness of price and calculation. In the event of a warranty defect, we shall be entitled to withhold payment until fulfillment of the warranty obligations.
- 5.5 The Supplier shall not be entitled to assign claims against us or have them collected by third parties without our prior written consent. This shall not apply in the case of a validly agreed extended retention of title of the Supplier.

6. Quality Assurance – Product Liability

- 6.1 The Supplier shall ensure that its deliveries and services comply with environmental protection, accident prevention and occupational safety regulations, safety standards and all legal requirements applicable in the Federal Republic of Germany. The Supplier shall inform us of any special handling or disposal requirements not generally known with each delivery.
- 6.2 The goods to be delivered shall strictly comply with the documents underlying the respective order, such as drawings, descriptions, samples, specifications and similar documents.
- 6.3 If first or initial-failure samples have been requested, the Supplier shall not be entitled to commence series production without our express prior written approval.
- 6.4 The Supplier shall always ensure that the quality of the delivered products reflects the current state of the art and shall inform us of possible improvements, technical innovations and specification changes, providing updated documentation unsolicited.
- 6.5 Any planned changes to the delivery item compared to previous similar deliveries or services shall be notified to us in advance in writing and shall in all cases require our prior written consent.
- 6.6 Safety-relevant defects identified subsequently as a result of product monitoring shall be reported to us unsolicited, even after expiry of the warranty period.
- 6.7 The Supplier shall indemnify us upon first demand from all third-party claims asserted due to defects, infringement of third-party intellectual property rights or product damage attributable to the Supplier's contribution.
- 6.8 The Supplier shall inform us of any existing patents held by the Supplier or third parties.
- 6.9 Product liability of the Supplier shall otherwise be governed by statutory provisions. The Supplier shall be liable for measures to avert damage (e.g. recall actions) insofar as legally obliged. The Supplier shall ensure the existence of adequate product liability insurance.
- 6.10 The Supplier shall comply with all applicable statutory and regulatory requirements regarding environmental protection, occupational safety, health protection and human-rights-related due diligence obligations in the supply chain. The Supplier shall also take appropriate measures to conserve resources and protect the environment in the manufacture, packaging and transport of goods. Evidence shall be provided upon request.
- 6.11 The Supplier shall grant H. F. Meyer Maschinenbau GmbH the right to conduct on-site audits.

7. Notice of Defects – Warranty – Damages – Limitation Period

- 7.1 Obvious defects shall be notified by us within fourteen (14) days of delivery. Hidden defects not identifiable by proper inspection shall be notified within fourteen (14) days of discovery. Timely dispatch of the notice shall suffice in both cases. These periods shall not apply in the event of fraudulent concealment of a defect by the Supplier. Acceptance or approval of samples or specimens shall not constitute a waiver of warranty rights. The inspection and notification obligations under Section 377 of the German Commercial Code (HGB) shall expressly not apply.
- 7.2 We shall be entitled to statutory warranty claims in full.
- 7.3 In the event of subsequent performance by the Supplier, the aforementioned notification periods shall recommence upon delivery of the replacement or repaired goods.
- 7.4 We expressly reserve the right to assert claims for damages, including damages in lieu of performance, to the full extent permitted by law and for any degree of fault.
- 7.5 The Supplier shall bear the risk of any loss of or damage to the goods during transport.
- 7.6 The limitation period for warranty claims shall be thirty-six (36) months from transfer of risk. Longer statutory limitation periods as well as statutory provisions on suspension, interruption or recommencement of limitation periods shall remain unaffected.

8. Production Equipment – Items Provided

- 8.1 Production equipment such as specifications, models, samples, tools, drawings, printing materials and similar items provided by us shall be returned to us immediately upon request.
- 8.2 Production equipment provided or manufactured according to our specifications shall not be duplicated, sold, pledged, transferred or used for third parties without our prior written consent. This shall also apply to products manufactured using such equipment.

- 8.3 All items provided to the Supplier shall remain our property and shall be used exclusively for the delivery of ordered goods and services.
- 8.4 Production equipment manufactured or procured by the Supplier shall be kept ready for spare-parts requirements for a period of ten (10) years after the last production.

9. Confidentiality

- 9.1 The Supplier undertakes to keep all commercial and technical information and documents not generally known and obtained through the business relationship confidential, to treat them as strictly confidential and to use them solely for performance of the ordered deliveries and services. Subcontractors shall be obliged accordingly.
- 9.2 In the event of breach of this confidentiality obligation, the Supplier shall be liable to pay an appropriate contractual penalty. Assertion of further damages shall remain unaffected.
- 9.3 The Supplier shall implement appropriate technical and organizational measures (TOMs) in accordance with the state of the art in order to protect all information, data and documents received from us against unauthorized access, loss, alteration or misuse. This shall include securing the Supplier's own IT systems with firewalls, antivirus software and regular security updates.
- 9.4 The Supplier shall notify us of any data breach or suspected data security incident without undue delay, but no later than forty-eight (48) hours after becoming aware thereof, in text form.
- 9.5 We shall be entitled to verify compliance with the Supplier's security measures upon reasonable prior notice or have such verification performed by third parties. If subcontractors are engaged who have access to our information, the Supplier shall contractually bind them to the same confidentiality and data security obligations and monitor compliance.

10. Place of Performance – Jurisdiction – Governing Law

- 10.1 Unless otherwise agreed, place of performance and payment shall be the registered office of H. F. Meyer Maschinenbau GmbH.
- 10.2 If the Supplier is a merchant, the court of competent jurisdiction at our registered office shall have exclusive jurisdiction, also for payment and cheque proceedings. This shall also apply if the Supplier has no general place of jurisdiction in the Federal Republic of Germany. We shall, however, be entitled to bring proceedings before any other competent court.
- 10.3 The laws of the Federal Republic of Germany shall apply, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 10.4 Should any provision of these General Terms and Conditions of Purchase be or become invalid, the validity of the remaining provisions shall remain unaffected. The parties shall replace the invalid provision with a valid provision that most closely reflects the economic intent of the invalid provision.