



**Purchasing Conditions
Fissler GmbH
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1. General provisions

1.1

The Purchasing Conditions shall be included in every contract in which deliveries of goods or services shall be ordered by Fissler GmbH (hereinafter referred to as “ordering party”). Conflicting or deviating purchasing conditions or other restrictions of the supplier or service provider (hereinafter referred to as “supplier”) shall not apply without these needing to be objected to, unless the ordering party has explicitly agreed to these in writing or in text form in the specific case.

1.2

Other agreements, amendments, or subsidiary agreements shall apply only when the ordering party has granted their consent in written or text form. The email address of the ordering party specified in the purchase order shall apply as the recipient’s identifier.

2. Offer and purchase order

2.1

Offers (including cost estimates) of the supplier shall be binding and free of charge and shall not entail any obligation for the inquiring ordering party. In their offer, the supplier must indicate possible deviations from the ordering party’s inquiry.

2.2

Purchase orders and their acceptance, delivery schedules for quantities which have already been ordered, and also amendments and additions to these shall be made in writing or text form. Each purchase order or purchase order amendment must be confirmed in writing by the supplier.

2.3

The ordering party shall be bound to a purchase order for one week from the date when the purchase order is received by the supplier. If the supplier has not accepted the purchase order within this period, the ordering party can cancel the purchase order. A delivery schedule shall become binding if the supplier does not object to it within three workdays.

2.4

Insofar as it is reasonable for the supplier, the ordering party shall be able to demand technical modifications to the object on which the purchase order is based. In such a case, the effects, in particular increased or decreased costs and the need to change the delivery dates, must be agreed on appropriately and mutually.

2.5

The purchase order shall be based on the guarantee from the supplier that the materials they supply, as well as the materials in preparations and basic materials they use, are REACH-compliant and also free from azo dyes and pigments and PAHs.

3. Deliveries and delivery dates

3.1

Agreed delivery dates and delivery periods shall be binding. An agreed delivery period shall extend from the day on which order confirmation takes place to at the latest five workdays after the receipt of the purchase order. The receipt of the goods on the ordering party's premises or at the receiving point specified by the ordering party shall be decisive for compliance with the delivery date or delivery period.

3.2

As soon as the supplier must assume that they cannot fulfill their contractual obligations either fully or partially or not punctually, they must notify the ordering party of this without delay, specifying the reasons for the presumable length of the delay. If the supplier fails to provide this notification, they must compensate the ordering party for any loss arising therefrom.

3.3

The supplier shall take all measures to prevent a delay at their own expense or by means of expedited transportation. If the supplier nevertheless fails to ensure compliance by the agreed delivery date or within an agreed delivery period, the ordering party shall be entitled to the statutory rights which apply in the case of a delay. The ordering party shall retain the right to lodge claims for damages. The acceptance of a delayed delivery or service shall not entail the waiving of claims for damages.

3.4

If the ordering party and supplier have agreed on a contractual penalty in the case of non-fulfillment (§ 340 BGB (German Civil Code)) or improper fulfillment (§ 341 BGB), withdrawal from the contract shall not lead to the contractual penalty lapsing on account of the service which has not been performed or not performed in compliance with the contract in accordance with § 323 BGB. The acceptance of the service owed by the supplier shall always take place subject to the lodging of any claim for a contractual penalty in accordance with § 341 para. 3 BGB.

3.5

The deliveries must take place in accordance with the guidelines defined in the purchase orders. Deliveries of hazardous substances shall take place in compliance with all measures which are relevant to safety and statutory requirements with the prescribed documentation.

4. Packaging

4.1

The supplier shall, at their own expense, ensure that the delivery items are packed properly in a manner which conforms with the guidelines defined by the ordering party. The goods must always be packed in identical partial quantities which shall permit an appropriate check for completeness and freedom from defects without special measures being required when the goods are received.

4.2

Insofar as possible and permitted, the ordering party shall dispose of packaging material and charge the costs to the supplier. The ordering party shall return reusable packaging material to the supplier at the supplier's expense, unless the supplier has declared that they will fetch the packaging material at an agreed time and dispose of it properly. The supplier shall fetch disposable packaging from Fissler and dispose of it properly.

5. Prices

5.1
Unless something different is agreed, the remuneration specified in the purchase order shall be a binding fixed price and shall cover all services to be performed by the supplier, including all costs such as loading and unloading, transportation and insurance, as well as customs duties and taxes, with the exception of sales tax, which must be quoted separately. Additional demands shall be excluded.

6. Payment

6.1
Any additional or defective services must be specified separately in the invoice

6.2
Unless something different is agreed, payment shall either be made net 90 days after invoice receipt or 14 days after invoice receipt with a discount of 3%, as selected by the ordering party, and subject to the completeness of the delivery.

6.3
Payment periods shall commence on the agreed date, at the earliest from the time the goods and invoice are received. Payment periods shall commence only when all requirements for invoicing and commercial shipment have been satisfied by the supplier. Otherwise they shall be extended by the period of time required for processing as a result of the regulations which have not been observed.

6.4
In the event of defective service, the ordering party shall be entitled to refuse to pay until proper fulfillment has taken place.

6.5
When premature deliveries are accepted, payment shall be made in accordance with the agreed delivery date.

6.6
Payment shall not constitute any form of acknowledgment of terms or prices. The time of payment shall have no influence on the supplier's liability for defects or on the ordering party's right of complaint.

7. Transfer of claims and settlement

7.1
The supplier shall not be entitled to transfer their claims against the ordering party or to have them collected by third parties without the prior written consent of the ordering party. This consent shall be regarded as granted if the supplier has agreed an extended retention of title for the regular course of business with their supplier.

7.2
The supplier can only settle undisputed or legally established claims. This shall apply analogously for lodging rights of retention.

7.3
The ordering party shall be entitled to transfer all rights and obligations for the contractual relationship with the supplier to an affiliated company in accordance with § 15 AktG (German Companies Act).

8. Quality and documentation

The supplier must deliver goods which comply with the latest state of the art, the latest safety regulations, and the latest statutory, regulatory, and other guidelines and regulations, the specifications defined by the ordering party, and the agreed technical data. Modifications to the delivery items shall require the prior written consent of the ordering party. The supplier shall constantly check the quality of the delivery items in accordance with recognized quality assurance procedures. If necessary, the type and scope of the check and the inspection equipment and inspection methods shall be specifically defined jointly by the ordering party and the supplier. The supplier shall notify the ordering party immediately of ways of enhancing the quality of the delivery items as soon as the supplier becomes aware of these.

9. Notification of defects and liability

9.1

The supplier shall be liable for the delivery items, in accordance with §§ 434 ff. BGB (German Civil Code), displaying no material defect or defect of title which shall impair their value or capability, and for ensuring that they comply with conditions and properties specified in the purchase order. Any claims of the ordering party from a guarantee taken over by the supplier shall remain unaffected.

9.2

The ordering party must notify the supplier immediately and in writing of any defects in a delivery as soon as they have been detected in the course of normal business operations. To this extent, the supplier shall waive the objection to delayed notification of defects. If, as a consequence of defective delivery, a total inspection exceeding the usual degree of the incoming goods inspection becomes necessary, the supplier shall bear the costs for this.

9.3

If, in the context of supplementary performance according to § 439 BGB (German Civil Code), the ordering party chooses that the defect should be corrected, and if the supplier falls behind in correcting the defect, the ordering party shall be entitled to correct the defect themselves or to have the defect corrected by a third party, at the risk and expense of the supplier, and without prejudice to the supplier's continued liability for defects.

9.4

In urgent cases (e.g. to prevent interruptions in production), the ordering party shall be entitled to correct the defects detected at the risk and expense of the supplier without setting a deadline, provided the supplier cannot correct the defects in a reasonably short time. The supplier shall bear the risk and expense of returning defective delivery items.

9.5

The legal statute of limitations shall apply unless the parties agree on an extension. If the delivery items are totally replaced, the limitation period shall begin again; if they are partially replaced, this shall apply for the replaced goods, unless this is explicitly done as a sign of goodwill.

9.6

The supplier's liability for defects shall extend to the parts and works produced and supplied by sub-suppliers.

9.7

The delivery items complained about on the basis of the liability for defects shall remain available to the ordering party until they have been replaced, and shall become the property of the supplier when they have been replaced.

9.8

If the delivery items must be accepted by the ordering party in accordance with § 640 BGB (German Civil Code), acceptance shall take place subject to all claims for defects, even if, when acceptance is performed,

the ordering party does not expressly reserve the right to lodge claims for defects known at the time acceptance takes place.

9.9
This notwithstanding, the supplier shall be liable according to statutory regulations. §§ 478, 479 BGB (German Civil Code) shall also apply if the ordering party has supplied the delivered goods not to consumers but to entrepreneurs, and the contractual relationship between the ordering party and their customer is not to be classified as a sale of consumer goods.

10. Property rights

The supplier shall guarantee that the delivery and use of the delivery items by the ordering party shall not infringe any (property) rights of third parties at home or abroad. The supplier shall undertake to release the ordering party from all costs and claims of third parties resulting from any claimed (property) right infringement, and to remunerate the ordering party for any expenses, and, when so requested by the ordering party, to conduct all legal disputes resulting therefrom at their own expense, or to enter into a legal dispute concerning this matter between the ordering party and third parties in order to support the ordering party. If the ordering party or their customers are forbidden from producing and/or supplying owing to a property right violation, the supplier must compensate the ordering party for the loss resulting from this, and, as selected by the ordering party, procure a license from the holder of the property right or take back the delivered goods.

11. Product liability

The supplier shall release the ordering party from claims relating to manufacturer's liability and on the basis of the Product Liability Act insofar as the supplier or their sub-suppliers caused the product fault which resulted in the liability. The supplier shall conclude a sufficient product liability insurance for this purpose.

12. Provisioning

Materials or parts provided by the ordering party shall remain the property of the ordering party. They may only be used in accordance with regulations. The processing of materials and the assembly of parts shall be performed for the ordering party. It shall be agreed that the ordering party shall be the co-owner of the products manufactured using materials and parts of the ordering party in accordance with the value of the materials and parts provided in proportion to the value of the total product which is kept by the supplier for the ordering party. In the case of decreases in value or losses, the supplier must compensate the ordering party.

13. Tools, samples, and manufacturing equipment

Tools, molds, samples, models, profiles, drawings, testing instructions, standard sheets, print templates, and other production equipment provided by the ordering party, like other objects manufactured according to these, may not be forwarded to third parties or used for purposes other than those defined in the contract without the written consent of the ordering party. They must be protected against unauthorized access and use. Subject to further rights, the ordering party can demand that these be returned if the supplier infringes these obligations.

14. Insurances

The supplier must, at their own expense, take out adequate liability insurance for damage caused by themselves, their employees, or their agents as a result of the services they provide, or the work or objects they supply. The amount of cover for the event causing damage must be shown by the ordering party when requested.

15. Shipping and passing of risk

15.1

The supplier must select the most cost-effective and most suitable form of transportation for the ordering party, and comply with all applicable national and international regulations concerning packaging and shipping.

15.2

Unless something different is agreed, the delivery items shall be transported at the risk of the supplier free to the receiving point specified by the ordering party. The risk shall be transferred to the ordering party only after the goods have been unloaded, unless the contract partners have agreed something different.

15.3

When the risk is transferred to the ordering party, the ownership shall also be transferred at the same time.

15.4

Any delivery items which cannot be accepted because of a failure to observe these regulations shall be stored at the risk and expense of the supplier. The ordering party shall be entitled to determine the content and state of such delivery items

15.5

According to their preference, the ordering party shall be entitled to return deliveries which do not match the requirements of the purchase order and also excess quantities at the risk and expense of the supplier.

16. Non-disclosure

16.1

The supplier shall not make any information obtained from the ordering party which is not generally known or known to the supplier lawfully in some other manner available to third parties even after the business relationship has terminated and shall only use such information for performing the orders which are placed. Goods which are manufactured according to documents drawn up by the ordering party or according to confidential information of the ordering party or with the ordering part's tools or copied tools may not be used either by the supplier or be offered or supplied to third parties. Employees and agents of the supplier and also subcontractors and their employees must be obligated to comply with this provision.

16.2

Only with an explicit, prior, written declaration of consent from the ordering party shall it be permissible to refer to the business relationship which exists with the ordering party in information or promotional material

17. Foreign trade

The supplier shall be obliged to notify the ordering party in writing of any approval requirements for the (re-)export of the delivery items according to applicable national, European, US export and customs regulations of the country of origin of the delivery items. For this purpose, the supplier shall furnish all the relevant information, provided the ordering party informs the supplier of all the countries to which they export.

18. Force majeure

Industrial disputes and any other cases of force majeure shall entitle the ordering party to demand an appropriate amendment of the contract or release from the acceptance obligations.

19. Code of conduct for the supplier

The supplier shall undertake to comply with the laws of the applicable legal systems, not to tolerate any form of corruption or bribery, and to observe the basic rights of the employees and the ban on child and forced labor. The supplier shall also bear responsibility for the health and safety of their employees at the workplace, ensure just and lawful remuneration and working hours, comply with environmental laws, and as effectively as possible promote and demand conformance with this code of conduct by their suppliers. If the supplier culpably violates these obligations, the ordering party shall be entitled to withdraw from or cancel the contract without prejudice to further claims.

20. Supervisory rights

The ordering party shall be entitled at appropriate times to check or have their agents check all pertinent documents which are under the supplier's control and which concern an obligation of the supplier or the payments demanded by the supplier in the context of a purchase order. The supplier shall be obliged to retain all pertinent documentation which relates to the purchase order for at least the legally specified period after the deliveries and services resulting from this purchase order have been concluded.

21. Spare parts for discontinued serial requirements

The supplier shall undertake to supply spare parts to the ordering party at market-compliant prices for at least 15 years even after regular deliveries have been discontinued. Such spare parts shall also be subject to the provisions of these Purchasing Conditions.

22. Final provisions

22.1

The supplier shall be liable for damage and shall bear the costs which the ordering party shall incur as a result of the supplier's failure to comply with these Purchasing Conditions. The supplier shall also be responsible for the compliance of their subcontractors with these Purchasing Conditions.

22.2

If individual provisions of these Purchasing Conditions and/or of the individual contract should be or become legally invalid or cannot be implemented, or if a loophole exists or occurs in the provisions, this shall not affect the validity of the other provisions. The parties shall undertake to agree to replace any such provision by an appropriate provision which contributes as much as possible to the commercial success intended by the original provision.

22.3

German law shall apply to the exclusion of international private law (conflict of laws).

22.4

If nothing different is agreed in writing, the sole place of performance for all deliveries and services of the supplier shall be the delivery address of the ordering party quoted in the purchase order.

22.5

Provided the supplier is a registered trader, the legal venue shall be the location of the ordering party's head office. However, the ordering party shall also be entitled to bring an action against the supplier at their domicile or business location. Legal provisions concerning exclusive jurisdiction shall remain unaffected by this.