
General Conditions of Purchase
Status 11/2018

1. Scope

- 1.1 All orders of goods and services of Kocher+Beck GmbH & Co. Rotationsstanztechnik KG apply exclusively to the following General Conditions of Purchase, unless other conditions will be agreed in written form. Deviating or conflicting terms and conditions of the supplier shall only become part of the contract, if Kocher+Beck has expressly agreed to them in writing. This also applies, if, with knowledge of the terms and conditions, deliveries are accepted without reservation.
- 1.2 The terms and conditions of purchase in their respective version also apply as a framework agreement for future orders without reference being made to them.
- 1.3 German law is valid for conclusion of contracts, if individual regulations in these terms of purchase are not expressly regulated otherwise.

2. Contract conclusion

- 2.1 Orders, changes or other legally binding statements must in principle be made in writing in order to be effective. This also applies to transmission in electronic form. Written orders are valid even without being signed.
- 2.2 Agreements of any kind, that affect the conditions of purchase, require the written consent of the purchasing department.
- 2.3 Orders or order changes must be confirmed within 3 working days. The supplier has to check the order for defects on receipt and to inform the customer immediately.
- 2.4 Silence on declarations by Kocher+Beck shall only be considered consent, if this has been expressly agreed.

3. Delivery, transfer of risk, delivery time and delivery delay

- 3.1 Unless otherwise is stated in the order, the supplier will ship DAP Destination (Incoterms 2010) including packaging.
- 3.2 All used wood must be treated and labeled in accordance with IPPC regulations. The logs are to be sent to Kocher+Beck unsolicited.
- 3.3 Kocher+Beck is a self-insurer.
- 3.4 Shipments >30kg with Incoterms EXW must be registered with Kocher+Beck, so that the shipment can be organized properly.
- 3.5 The risk is based on the Incoterms 2010 specified in the orders.
- 3.6 The delivery time in the order is binding and means to be received by Kocher+Beck. If the supplier cannot meet the delivery time, then he must inform Kocher+Beck in writing without delay with the expected delivery date. Any partial deliveries are to be approved by the client.
- 3.7 If the supplier does not provide his services in the agreed delivery time, the rights are based on the legal regulations.
- 3.8 The acceptance of a delayed delivery does not constitute a waiver of claims for

damages.

4. Transfer of ownership

The goods or services are transferred to the ownership of Kocher+Beck with delivery, even if the invoice price has not yet been paid. An extended retention of title is expressly not agreed. The supplier expressly assures that the goods are free from third party rights with the acceptance of the order. If the supplier conceals rights of third parties, he releases Kocher+Beck from their claims.

5. Documentations

- 5.1 Requested supplier declarations and movement certificates in the sense of preferential origin regulations must be provided with all necessary information and provided free of charge.
- 5.2 Requested operating instructions and spare parts lists are to be delivered free of charge in electronic form. They are an essential part of fulfilling the services. The required languages are specified in the order.
- 5.3 Raw materials for materials used in mechanical components (turning, milling and sheet metal parts) must always be marked with an acceptance certificate 3.1 EN10204.

6. Prices, terms of payment and offsetting

- 6.1 The price stated in the order is binding and includes all services and ancillary services of the supplier. Price increases must be agreed and confirmed with Kocher+Beck. The old agreement applies as long as this has not happened. Unplanned additional costs are to be generally agreed with Kocher+Beck.
- 6.2. Invoices are to be sent in a single copy stating the order number, project number, price, quantity, Kocher+Beck article number. The shipment must be done by post or in electronic form.
- 6.3. The bills will be paid after complete, accurate delivery and after receipt of all requested documentation within 14 days with 3% discount or 30 days due net.
- 6.4. Kocher+Beck is entitled to claim against the supplier offset.
- 6.5. Partial bills are not wanted.
- 6.6 In the case of repairs, the supplier must make a binding declaration quotation for approval. The repairs are only to be started with the release of the costs.

7. Defective deliveries / Liability

- 7.1. The rights of Kocher+Beck in case of defects title, as well as in violations of duty, are governed by the statutory provisions.
- 7.2. The notice period under §377 HGB is limited to external defects, samples in quality control and obvious errors in quantity.
- 7.3. The reprimand for defects for later detected defects remains untouched. Complaints shall be deemed to be promptly and timely, if Kocher+Beck submits them to the supplier within 10 working days.
- 7.4. The warranty period is generally 24 months from installation at Kocher+Beck.

-
- 7.5. Kocher+Beck are entitled to the statutory warranty claims. If the supplier does not promptly prove the claims for asserted defects or, if he misses to submit an action plan within 48 hours after asserting his claim, then Kocher+Beck is allowed to eliminated defects on supplier`s account. A separate notification of the suppliers is no longer necessary in this case.
- 7.6. The supplier has to provide liability insurance with worldwide validity to cover personal injury, property damage and financial loss. The minimum coverage is at least EUR 1 million per transaction. The supplier must verify the existence of liability insurance at the beginning of each year without being reminded.
- 8. Drawings, rights to drawings**
- 8.1 If Kocher+Beck outsources design services to third parties, all rights to the drawings and the design are transferred to Kocher + Beck. It does not matter whether the benefits are paid or not.
- 8.2 The drawings must be released constructively and in writing by Kocher+Beck. If downstream production is intended, this may only take place after the release has been granted. Release of drawings does not exonerate the supplier from sole responsibility for the design. The results of the assignment may only be used for the commissioned purpose.
- 8.3 In principle, external assignments are subject to secrecy to third parties. If the cooperation between both parties is terminated, the duty of secrecy is valid for another 5 years after termination of cooperation.
- 8.4 The ban includes material as well as immaterial goods or services of commissioning. Thus, information and sub-works may not be left to third parties. Subcontractors must be obliged by the contractor to secrecy. This has to be done to the same extent. Subcontractors must be released by Kocher+Beck prior to commissioning.
- 9. Customs issues / compliance**
- 9.1. The supplier undertakes to inform Kocher+Beck of any approval duties of its goods in accordance with the applicable national and international legislation. That concerns origin as well destination alike.
- 9.2. If there are changes in national as well as international law, the supplier is obligated to inform Kocher+Beck immediately in writing.
- 9.3. The supplier is responsible for compliance with the recognized rules of technology (especially DIN standards, VDE regulations, VDI guidelines, DVGW Regulations) and the statutory provisions (especially product safety, CE conformity). The supplier provides the corresponding evidence.
- 9.4. With the acceptance of the order, the supplier assures the acceptance of national and international laws on labor rights, working hours and occupational safety.
- 9.5. The supplier further assures that the regulations of the REACH regulation apply observe and adhere to.
- 9.6. Suppliers for hazardous substances have to deliver the corresponding security data sheet with shipment.
-

-
- 9.7. In addition, the supplier warrants that no conflict materials corresponding the „Dodd Frank Act“ are used.
- 9.8. If the supplier violates at least one of paragraphs 9.1 to 9.7, he has to release Kocher+Beck and the customers from claims of third parties, in the case of he is responsible for the breach of duty. In the event of a breach of duty, Kocher+Beck has the right to cancel the corresponding order immediately and to refuse to accept the goods. Any existing claims for damages remain unaffected.

10 Other agreements

- 10.1. Changes in the manufacturing process or materials are to be approved by Kocher+Beck. The contractor has a duty to inform.
- 10.2. The supplier warrants to observe the relevant data protection laws and implement these. He exempts Kocher + Beck from breaches of duty by third parties.
- 10.3. Offers of the supplier are always free and binding.
- 10.4. The supplier is allowed to use Kocher+Beck as reference after release.

11 Performance, Jurisdiction, Applicable Law

- 11.1. Place of performance for deliveries and services is the delivery address specified in the order, or, if not stated, the registered office in 72124 Pliezhausen.
- 11.2. In principle, German law applies to cooperation of the parties, excluding UN Sales Convention.
- 11.3. Court of jurisdiction is the seat of the court responsible for Kocher+Beck. Kocher+Beck has the right to sue the supplier at its general place of jurisdiction.