

Terms and conditions of purchase

Terms and conditions of purchase for Joma-Polytec GmbH, Höfelstr. 17-19, 72411 Bodelshausen, Germany

I. General information

The following terms and conditions constitute the content of all contracts concluded between ourselves and a supplier. They also apply to future contracts even if we do not expressly refer to them. General terms and conditions of the supplier do not apply to us even if we have not expressly objected to them. The acceptance of individual terms does not constitute an agreement with the General Terms and Conditions of the supplier.

II. Order and order confirmation

1. Only orders placed in writing, including email and fax, are binding. In each individual case, the ordering standards and drawing tolerances we specify are binding. On acceptance of the order the supplier acknowledges that it has informed itself of the type and scope of the service by examining the existing plans. We do not accept responsibility for any obvious mistakes, typing or calculation errors in the order itself or in the documents, drawings and plans submitted by us. The supplier is obliged to inform us of such errors, so that the order can be corrected and reissued. This also applies to missing documents or drawings.
2. We are only bound by orders with a binding delivery date if they are accepted in writing by the supplier within 14 days of receipt of the order, unless otherwise agreed in individual cases.
3. Deviations in quantity and quality to the text and content of our order and subsequent amendments to the contract shall be deemed to have been agreed upon only if expressly confirmed in writing by us. The effects thereof, in particular with regard to additional or reduced costs, shall be settled by mutual agreement.
4. Drawings, tools, samples, models, trademarks, presentations or similar, as well as finished and semi-finished products delivered by us or created within the scope of our order shall remain our property and may only be transferred to third parties with our express written permission. Unless otherwise stated in individual cases, all such property shall be returned to us immediately on completion of the order without being expressly requested. Products which have been produced and/or branded with such means of production, brands or design can only be delivered to third parties with our express written permission.

III. Delivery and service

1. The agreed delivery periods and due dates are binding. They run from the date of the order. The goods must be delivered to us at the address we have specified within the delivery period or by the delivery date. The supplier is obligated to compensate us for damages as a result of delays. In addition, we are entitled to withdraw from the contract and/or claim damages if delivery has not been effected before the expiration of a deadline. In the event of an expected delay the supplier is obliged to notify us immediately and to request a decision regarding the continuation of the contract. The unconditional acceptance of a delayed delivery/service does not constitute a waiver of claims due to us for delayed delivery/service.

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2. Partial deliveries are generally not permissible, unless we have expressly agreed to this.
3. We are not obliged to accept the goods before expiry of the delivery period.
4. In the event of delivery being impossible we are entitled to claim damages or exercise other warranty rights.

IV. Shipping

1. Our shipping regulations must be observed. Any costs accrued by us arising from failure to comply with our shipping regulations shall be borne by the supplier. The same applies for additional costs arising from circumstances which result in accelerated transport, for which the supplier is responsible. We accept responsibility for additional transport insurance only if this has been previously agreed to by us in writing.
2. All transport costs shall be borne by the supplier. Delivery shall be effected free of all charges to the address specified by us. In the event that we bear the transport costs, the supplier must employ the mode of transport specified by us, otherwise the cheapest form of transport and delivery must be selected.
3. The risk shall pass to us only upon acceptance of the goods at the delivery point.
4. The packaging is included in the price, unless otherwise agreed upon. In such exceptional circumstances the packaging is to be calculated at cost price. The supplier must use the packaging specified by us to ensure that the goods are protected from damage. Where goods are returned, at least two-thirds of the calculated value shall be reimbursed.

V. Quality, environment, acceptance and complaints

1. For its deliveries the supplier shall be obliged to provide the required technical data and to adhere to the applicable accident prevention and VDE regulations, the applicable statutory regulations, the applicable environmental protection laws and the latest recognized rules of technology.
2. In order to ensure the quality of its deliveries the supplier shall carry out quality controls suitable to the scope and type of the product or service.
3. The values for the dimensions, quantities and quality recorded during our delivered goods inspections and quality checks are definitive.
4. The supplier waives the right to object to the delayed notification of defects and the unconditional acceptance.

VI. Prices and payment

1. The agreed prices include packaging, freight and other costs.

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2. If prices have been agreed according to weight, the calculation is based on the net weight as determined by us.
3. When we pay within 30 days there is a 2% cash discount from the gross invoice amount or within 60 days from the net amount. If the goods are delivered after the invoice has been received, the payment period begins with the date of the delivery. We determine the mode of payment. Cash on delivery cannot be effected.
4. In the case of prepayment, we are entitled to demand a bank guarantee.
5. Claims against us may only be assigned with our written consent.

VII. Liability for defects / expenses / deadline / insurance

1. If the delivered item is defective, our claims are based on statutory provisions, insofar as other conditions do not apply based on the following provisions. In case of danger to operational safety, unusually high risk of damage or in order to maintain our ability to deliver to our customers, after informing the supplier, repairs can be carried out by ourselves or third parties. The resulting costs are borne by the supplier. The supplier is liable for all damages and costs incurred by us indirectly or directly as a result of defects in the goods. Costs arising from inspections of the delivery that exceed the usual scope shall also be reimbursed, provided that at least parts of the delivery have been deemed to be defective. This also applies to a partial or complete inspection of the delivery at other stages of our business process or by our customers. If the supplier utilises third parties for the provision of the services, he shall be liable for these in the same manner as for his own agents.
2. The supplier shall also reimburse any expenses incurred by our customers or by us that arise in connection with early prevention, protection or reduction of liability for damages (e.g. recalls).
3. The supplier shall reimburse all costs we are obligated to bear as a matter of statutory liability to our customers, to the extent such costs arise from defects in the goods delivered by the supplier.
4. Unless otherwise stipulated by law, the supplier shall be liable for defects which occur within 36 months from receipt of the delivery or acceptance by us (if the latter is legally or contractually determined). In the case of supplementary fulfilment the time limit extends by the length of time the delivered item cannot be used in accordance with the contract. The same deadlines apply for supplementary fulfilment. The limitation of claims for defects occurs at the earliest two months after the claims of the end customer have been satisfied. This suspension of the limitation period shall terminate no later than five years after the date of delivery to us.
5. The supplier is obliged to take out adequate insurance protection for the duration of the supply relationship to cover the risks associated with VII. Proof of this must be provided if requested by us.

VIII. Copyrights

The supplier is liable to ensure that the delivery and use of the goods does not violate any patents or other intellectual or industrial property rights of third parties. The supplier shall release us and our customers

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from all claims arising from the infringement of such protected rights. This does not apply if the supplier manufactured the delivered goods according to drawings, models or similar descriptions or specifications provided by us and does not or cannot know that copyrights are being infringed upon in connection with the goods manufactured by the supplier.

IX. Force majeure

War, civil war, export restrictions or trade restrictions because of a change in political circumstances as well as strikes, lock-outs, disruptions in operations, restrictions in operations and similar events that render the fulfilment of the contract impossible or unreasonable to expect are deemed to be force majeure and shall suspend the obligation to accept delivery in a timely manner for the duration of the disruption. The contractual partners are obliged to inform each other of this and to adjust their obligations to the altered circumstances in good faith.

X. Supplier declaration

1. An essential part of the contracts arising from these purchasing conditions is the obligation to submit a supplier declaration in accordance with EU regulation 335/83. If a long-term supplier declaration is being used, notification of any changes in the original facts must be automatically supplied along with the relevant order confirmation.
2. Should the supplier declaration contain insufficient information or be inaccurate, and should we be required by the customs authorities to submit an INF4 information sheet or any similar document for this or any other reason, the supplier shall be obliged, at our request, to immediately provide us with an accurate and complete INF4 information sheet approved by the customs authorities or any similar document relating to the origin of the goods.
3. If an additional charge is levied upon us or our customers by a customs authority due to errors in the declaration of origin which are due to incorrect details of origin provided by the supplier, or if we or our customers suffer any other financial disadvantage as a result thereof, the supplier shall be liable for this.

XI. Custody/ownership

Materials provided by us remain our property. They shall be stored separately and may only be used for our orders. In the case of a decrease in value or loss the supplier shall be liable even when not at fault. The articles produced with materials we have supplied remain, pro rata, our property in each phase of production. The supplier stores these items for us; the purchase price includes the costs for the storage of such items and materials.

XII. Trade secrets

The supplier is obligated to treat our orders and all related commercial and technical details as trade secrets.

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XIII. Final provisions

1. All additional verbal agreements must be put in writing to be binding.
2. The transfer of supplier's rights and obligations arising from this contract with us requires our written permission in order to be valid.
3. If any of the provisions contained herein is or becomes ineffective, this shall not affect the validity of the remaining provisions.
4. The place of fulfilment shall be the place of delivery or performance specified by us; the place of payment is Bodelshausen.
5. For all disputes arising in connection with the contractual relationship, if the supplier is a merchant, a corporate body under public law or a special fund under public law, the case shall be brought before the district courts of Tübingen or Stuttgart. We are also entitled to take legal action in the location of the headquarters of the supplier.
6. German law shall apply exclusively, with the exclusion of laws concerning the international purchase of movable property.