

General Terms and Conditions of Purchase

I. Validity

1. These General Terms and Conditions of Purchase are based on the Contract concluded with the Supplier. If individual points or the validity of other documents deviate from these General Terms and Conditions of Purchase, an agreement concluded in written or electronic form between the Supplier and us is necessary.

The Supplier's opposing general terms and conditions of purchase and delivery are not binding for us even if we have not expressly contradicted these terms and conditions.

II. Offer

1. The Supplier's offers are accepted exclusively subject to our terms and conditions.

offer for 12 weeks from the date of the offer.

2. Unless a longer term has been agreed upon for the individual case, the Supplier providing the offer has to be bound by his

3. Our order is considered acceptance of the Supplier's contractual request.

III. Orders

1. The order is considered proper when reference is made only to the bidder's offer. Orders and call-offs can be made in written or electronic form.

IV. Prices

1. All of the Supplier's offered prices and the prices indicated in blanket orders are total fixed prices.

fees, except for statutory V.A.T. Prices must always be indicated as net prices, free delivery, including documentation, the cost of freight, packaging and transportation insurance; in addition, the statutory V.A.T. must be indicated separately.

2. The Supplier bears expenses such as taxes, tariffs and other

V. Deadlines

1. All the delivery deadlines that we mention are fixed.

VI. Quality

1. In his deliveries, the Supplier must comply with the recognized rules of technology, safety and environmental regulations and the agreed upon technical data. Changes to the delivery object require our previous consent in written or electronic form.

about the status and quality of the service rendered to us in the offices and shops.

2. The Supplier must regularly check the quality of the delivery objects with the care of a good businessman. The Supplier must perform and maintain effective quality assurance and prove it to us upon request.

4. For materials corresponding to laws, regulations or other provisions and due to their composition and environmental effect need special treatment during packaging, transportation, storage, handling and waste disposal, the Supplier is required to provide a completed safety data sheet and the respective TrEMcard. In case the materials or legal situations change, the updated data and leaflets must be provided to us at once.

3. We are entitled, after prior notice, to obtain information

VII. Delivery Call-Offs

1. If a delivery call-off has been concluded with the Supplier, the latter commits himself to have the called-off quantities ready so he can meet the called-off deadline as a fixed deadline.

VIII. Delivery Impediments

1. If the risk exists that the Supplier may not be able to meet a deadline, he must immediately notify us about this. The culpable violation of the secondary obligation can bring about claims for damages.

IX. Packaging / Labelling / Transportation

1. Labeling and packaging must agree with our specifications.
2. The individual delivery object must be labeled in a way to rule out mix-ups while allowing unmistakable identification.
3. The goods are preferably delivered in pallets or cardboard boxes, unless otherwise indicated by us. Packaging must be chosen in a way to ensure that the delivery object remains clean, dry and sufficiently protected against weather conditions and impact damage. The Supplier takes back or disposes of the packaging material for us free of charge.
4. The Supplier can charge us for the packaging material only to the extent we authorized in the individual contract.
5. If we return the packaging material, a credit for the full value must be given.
6. The Supplier is liable for damages caused by poor packaging.

X. Order Confirmations / Invoices / Delivery Notes and Dispatch Notes

1. Order confirmations and invoices must be primarily sent as single copies and in electronic form. Order confirmations are sent to einkauf@howatherm.de, invoices to rechnungseingang@howatherm.de.
2. When using regular mail, order confirmations and invoices must be sent in duplicate; they may not be enclosed with the goods. The clearly visible note must be affixed to the exterior of the packaging / goods inside a plastic bag for protection.
3. Two copies of the delivery note must be enclosed with the goods. The clearly visible note must be affixed to the exterior of the packaging / goods inside a plastic bag for protection.
4. Apart from precisely indicating the scope of delivery according to item, type and quantity, our project and commission number must be especially indicated in all above-mentioned documents. Additional costs resulting from non-compliance with the contractual requirements mentioned above are borne by the Supplier.

XI. Shipment

1. If we let the Supplier choose the type of shipment, he must choose the one with the highest delivery security. We reserve the right to specify the rules for choosing the means of transportation, the transportation route and the transportation insurance in individual contracts.

XII. Documents and Drawings

1. If the Supplier receives documents such as plans, samples, drawings, print templates, layouts, etc. from us for the purpose of executing the order, he is obligated to handle them with all the needed care and confidentiality. He may make them available to third parties for contractual use only.
2. If the Suppliers violates these requirements and a damage occurs as a result of this, he is obligated to compensate for the damage.
3. The Supplier must handle the documents given to him according to our instructions and return them to us without limitation when we request them. He has no right of retention over these documents.

XIII. Remediation of Defects (Self-Remediation)

1. In addition to our legal and contractual rights, we are also entitled to remedy minor defects or those whose remediation would have significant effects on our delivery deadline at the Supplier's expense or through a third party without the need for a defect remediation with deadline setting. In this case, we will notify the Supplier about the action taken.
2. We are entitled to carry out the self-remediation only at the place of destination if the observance of our obligations toward our customer would otherwise be endangered.

XIV. Retention of Title

1. We accept no retention of title – of any kind.

XV. Approval of Samples

1. If goods are manufactured according to our specifications, their manufacture may only take place until we have tested and accepted the reference samples.

XVI. Industrial Property Rights

1. The Supplier must make his deliveries and render his services free of third-party rights. If claims are made against us by third-parties for the alleged violation of their rights, the Supplier already indemnifies us now against all costs that we have resulting from the defence of fulfillment of such claims.

XVII. Payment / Discount

1. We make payments via wire transfer or check, always subject to an invoice auditing. Discount terms commence until all other prerequisites for payment according to this agreement have been fulfilled.
2. Unless otherwise agreed upon, we choose to make payments either 14 days after receipt of the goods and invoice minus 3 % discount or in 30 days net.
3. If defects are determined upon acceptance, we can retain a portion of the invoiced amount that we consider reasonable.

XVIII. Partial Deliveries

1. Partial deliveries are not allowed unless this has previously been agreed with us in an individual contract. Fulfillment takes place only until full delivery was made or took place.

XIX. Claims for Defects

1. Our claims for defects are in line with the contract and the statutory regulations for buildings. Unless otherwise contractually agreed upon, our claims for defects expire by the deadlines given in sections 483 & 634a of the German Civil Code (BGB) plus 3 month. The purchased item is used in a building.

XX. Changes to the Delivery Object / Arrangement Right

1. We are entitled to request a change in a possibly agreed upon successfully performed work or in the agreed upon characteristics. The Supplier commits himself to drawing up an offer concerning the additional or lesser remuneration provided he does not prove that this is not unreasonable for him. The amount of the remuneration claim for the greater or lesser time and effort resulting from our order must be determined according to the costs that are actually necessary with reasonable surcharges for general business expenses, risk and profit.
2. If no agreement about the additional or lesser remuneration can be reached beforehand, we are allowed to order the change. The Supplier commits himself to comply with our order.
3. If the Supplier wants to make the deliveries or render his services in a way other than what was agreed upon, is customary, or according to the state of the art, then our prior approval is needed in written or electronic form.

XXI. Documentation

1. When we request them, the Supplier provides the documents required for our final documentation such as product descriptions, technical specifications, test certificates, lists of spare parts, drawings as well as operating and maintenance Instructions for example, without special remuneration, in the agreed quantity and quality. The same applies to the need of product catalogues or software.

XXII. Replacement Procurement

1. The Supplier guarantees that for 10 years after the delivery, he can still subsequently deliver all parts of his scope of delivery or equivalent parts.

XXIII. Place of Fulfillment

1. The place of fulfillment for all deliveries and services is the place of reception and use that we indicate.
2. If nothing is indicated in the order, the place of fulfillment is our plant in Brücken.

XXIV. Liability

1. The Supplier's liability is subject to statutory provisions. Moreover, the Supplier releases us from all costs that we incur as a result of third parties claiming a defect or the Supplier's culpable breach of duty.
2. In view of the deliveries that the Supplier must make, he must take out and maintain business liability insurance and product liability insurance from a recognized insurance company for a sufficient amount. The insurance coverage must be maintained until our claims for damages expire. The existence of insurance coverage must be proven to us by showing the corresponding written confirmation of the respective insurance company with the latest date.

XXV. Goods Acceptance Times

1. For deliveries (including unloading) in our headquarters located in 55767 Brücken, the following acceptance times must be observed:

Monday to Thursday	07:00 a.m. – 11:30 a.m. and 12:30 p.m. – 03:30 p.m.
Friday	07:00 a.m. – 11:30 a.m.

XXVI. Applicable law / Place of Jurisdiction

1. German law applies, excluding UN Sales Law. We are also entitled to sue the Supplier in his general place of jurisdiction.
2. The exclusive place of jurisdiction is Idar-Oberstein.

XXVII. Final Provisions

1. If individual contractual provisions are or become ineffective, this may not affect the validity of the other provisions.