

PURCHASING AND PAYMENT TERMS AND CONDITIONS

I. SCOPE – EXCLUSION OF INTERNATIONAL PURCHASING LAW

1. These Terms and Conditions apply exclusively to entrepreneurs, legal entities under public law and special funds under public law.
2. Contracts, including future ones, shall only be executed on the basis of the following conditions, unless the supplier objects. The objection is to be identified as such and submitted to us separately in writing. Deviating regulations must be in writing. The Terms and Conditions of the contracting party are excluded.
3. All contractual relationships with Heinlein Plastik-Technik GmbH are subject to German non-harmonised law, in particular the Civil Code (Bürgerliches Gesetzbuch) and the Commercial Code (Handelsgesetzbuch). All bilateral and/or multilateral agreements relating to the purchase of movable objects, in particular the provisions of the Vienna UN Convention on Contracts for the International Sale of Goods (CISG), do not apply.

II. OFFER – ORDERS – ENERGY EFFICIENCY

1. Our suppliers undertake to accept and confirm orders from our company within five working days, stating a binding delivery date, whereby, after the period has expired, our company is no longer bound by the order.
2. Orders placed by us and any changes or additions are only effective if they are made in writing or if we send the supplier a written confirmation.
3. Offers and samples from our suppliers are non-binding and free of charge for us.
4. For years, Heinlein Plastik Technik has maintained an energy management system developed and certified according to international standards. Against this background, our procurement processes also focus on energy-efficient products and services. Suppliers therefore make an active contribution to improving energy-related services. Products and services which only partially meet such criteria or do not meet them at all must be actively announced in advance as such to our materials management system.

III. PRICES

1. The prices shown in the order are binding, fixed prices and include all of the supplier's expenses associated with the deliveries and services to be rendered to us. Deliveries to us are "DPU Ansbach, Heinlein Plastik-Technik" (Incoterms 2020).
2. The supplier must show the statutory value added tax separately in the offers and invoices. Otherwise, it shall be included in the price.
3. A separate agreement is required if packaging is to be returned to the supplier.

IV. TERMS OF PAYMENT

1. Invoices from the supplier must contain the order number shown in our order. The same applies to order confirmations and delivery notes.
2. Claims of the supplier are only due after full receipt of goods and receipt of a properly prepared invoice.
3. Unless otherwise agreed, we shall pay 10 days after receipt of the correct goods and correct invoice with a 3% discount, otherwise in 30 days net.
4. We are entitled to set-off and retention rights to the extent permitted by law.
5. If it is unclear whether an invoice has been received by us, the conditions of delay only apply if the supplier provides evidence that the invoice has been received.
6. Default interest is limited to the statutory default interest pursuant to Section 288 II 2 of the German Civil Code (BGB).

V. DELIVERY – DELAY IN DELIVERY – TRANSFER OF RISK

1. The execution and delivery times specified in the order are binding.
2. Delivery notes are to be enclosed separately after ordering the goods.
3. The supplier must inform us immediately in writing if it becomes apparent that it cannot meet delivery dates.
4. If the supplier is in default, we are entitled to all legal rights in full.
5. If the supplier is in arrears with a partial delivery in the case of a successive delivery contract, we shall be released from our acceptance and payment obligation after the unsuccessful expiry of a grace period set by us with regard to the partial delivery as soon as we refuse acceptance of this partial delivery in writing. In this case we are entitled to make covering purchases. The supplier shall pay us compensation if any additional expenses are incurred as a result. The assertion of further claims for damages remain unaffected.
6. Partial deliveries and deliveries before the agreed delivery date require our prior written consent and do not oblige us to make any partial payments in advance.

7. The occurrence of a delay in delivery entitles us to claim a contractual penalty of 0.5% of the order value for each week of delay started, whereby the contractual penalty is limited to a total of 5% of the order value. This does not apply if the supplier is not responsible for the delay. The contractual penalty is to be asserted by us at the latest upon payment of the invoice following the delayed delivery. The assertion of further claims for damage is not excluded. The contractual penalty claimed by us is to be offset against this.
8. Deliveries and services are provided "postage paid" or "DPU Ansbach, Heinlein Plastik-Technik" (Incoterms 2020), whereby the supplier bears the risk of performance and transport until handover to us.

VI. DEFECTS OF DELIVERY – WARRANTY CLAIMS

1. The supplier expressly assures that its deliveries or services according to the samples, prototypes and descriptions provided by the supplier fully correspond with the deliveries or services actually provided to us.
2. We shall check the delivery for deviations in quantity and quality within a reasonable period of time. The application of Section 377 of the German Commercial Code (HGB) is excluded. The buyer is therefore not subject to any examination or objection duties. If defects or quantity deviations are obvious, the complaint shall be deemed to have been made in good time if it is received by the supplier no later than five working days after receipt of the goods. In the case of hidden defects, we shall have given notice in good time if the complaint is received by the supplier no later than five working days after we become aware of the defect.
3. If the ordered delivery or service is defective upon delivery to us, this entitles us to request that the defect be remedied or a replacement delivered at our discretion. The supplier shall bear all expenses required for the purpose of remedying the defect or the replacement delivery or performance. If a grace period set by us has expired without success, we can choose between a reduction of the purchase price or withdrawal from the contract. We also expressly reserve the right to claim damages and reimbursement of expenses.
4. In urgent cases, we are entitled to carry out the necessary remedial work in consultation with the supplier. In this case, the price shall be reduced by at least the repair costs.
5. The warranty period is 36 months. If negotiations regarding our claims for defects are pending between us and the supplier and the supplier refuses to continue the negotiations, the suspension of the limitation period shall only end if we receive this refusal in writing. If the supplier checks its delivery or service for defects, the suspension of the limitation period shall only end when we are informed of the results in writing.

VII. PRODUCT LIABILITY – INSURANCE

1. If our supplier is responsible for product damage within the meaning of the German Product Liability Act (Produkthaftungsgesetz), the supplier is obliged to indemnify us against third party claims for damages to the extent that the cause of the damage is attributable to its area of control and organisation and the supplier itself is liable in the external relationship.
2. Within the scope of Section VII (1) above, our suppliers are also obliged to reimburse any expenses that result from or in connection with a recall campaign carried out by us. We shall immediately inform our suppliers about the scope and content of any recall measures and give them the opportunity to investigate the damage event and comment.
3. In cases of product liability, our suppliers undertake to take out product liability and recall insurance covering all of Europe, the scope and duration of which must correspond to the maximum liability limits of the German Product Liability Act, whereby any further claims for damages by our company shall remain unaffected. The supplier shall send us a duplicate copy of the insurance contract without delay upon request.

VIII. THIRD-PARTY RIGHTS

1. Our suppliers assure that no third-party rights (patent, copyright and other ancillary rights of third parties) are breached in connection with their deliveries or services.
2. Our suppliers hereby release us from any third-party claims in this regard. This exemption also applies to all expenses and damages that we incur from or in connection with third-party claims.
3. The contractual partners shall inform each other about any known injury risks and alleged cases of injury and give each other the opportunity to mutually counteract such claims.

IX. RIGHTS OF USE – DRAWINGS – MODELS

1. Upon conclusion of the contract, our suppliers shall transfer to us the exclusive rights of use for plans, drawings, images, models and data carriers of any kind, insofar as these are manufactured for us or have been created on our behalf.
2. Our company is entitled to use and exploit these objects, documents, media and their results exclusively, unless we have instructed our supplier otherwise.
3. Tools, gauges, models, templates, calculations, illustrations and drawings, data carriers and other parts of any kind provided by us or manufactured at our expense remain our property and are to be returned to us immediately upon request. If these are in the custody of our supplier, it must insure them accordingly against all insurable risks, in particular against theft and fire.

X. CONFIDENTIALITY – ADVERTISING

1. Our suppliers undertake to keep confidential as business secrets any of our expertise which they become aware of and all commercial and technical details, in addition to all operations that become known to them through the business relationship, including after the termination of the business relationship, as long as these details and processes do not become generally known and this disclosure is not the result of the suppliers' actions.
2. Our suppliers may only refer to business relationships with us in any type of advertising and information for third parties after obtaining our express written approval.

XI. REPLACEMENT SUBSTANCES

If the supplier intends to use replacement substances instead of the materials offered, ordered or provided by us, this requires our prior written approval.

XII. PRIVACY NOTICE

We collect and process your personal data, such as your full name, valid e-mail address, address, telephone number and information required for the proper performance of the service you have requested and/or for the fulfilment and execution of a contract. Your personal data is collected and processed in order to be able to identify you as a contact person and/or supplier, correspond with you, duly process your offer, fulfil and process your rendered offers and/or deliveries, and for the purpose of invoice processing. The personal data we collect shall be stored until the statutory retention period expires and shall then be deleted, unless you have agreed to a longer storage period in accordance with Art. 6 paragraph 1 sentence 1 (a) GDPR.

Further information about data privacy and your rights in accordance with data protection regulations can be found in the transparency information, which you can read on the internet by following this link:

https://www.heinlein-plastik.de/download/Transparenzinformation_Heinlein-Plastik_allgemein.pdf

XIII. PLACE OF PERFORMANCE – JURISDICTION – EFFECTIVENESS

1. The place of performance and jurisdiction for all disputes arising from the contractual relationship, including cheques, bills of exchange and legal documents, is agreed to be the purchaser's registered address. We are also entitled to take legal action at the headquarters of the supplier.

2. Any ineffectiveness of one or more provisions shall not affect the effectiveness of the remaining provisions. The parties undertake to replace the ineffective or unenforceable provisions with a suitable and balanced provision which, as far as legally permissible, comes as close as possible to the economic meaning and purpose of the ineffective or unenforceable provision. The same applies if the parties have unknowingly failed to establish a provision regarding a specific matter of this agreement. In this case, an appropriate and balanced provision applies with the content that the parties would have agreed on with regard to the economic purpose of the agreement if they had considered the matter.

XIV. PRODUCT SAFETY - PERSONAL PROTECTION

1. All products and services supplied to us shall comply with the following provisions, laws, regulations and requirements, where applicable.
 - a. Regulations of the Product Safety Act (ProdSG) including the 9th Ordinance to the ProdSG (Machinery Ordinance - 9th ProdSV).
 - b. Electromagnetic Compatibility of Equipment Act (EMVG).
 - c. EC Machinery Directive including its amendments.
 - d. All applicable EU directives and harmonised European standards.
2. Should the harmonised European standards be missing, the German standards and technical specifications according to the "Summary list of titles and references of harmonised standards according to the Machinery Directive – 9th ProdSV" must be complied with.
3. If, in justified cases, there is a deviation from point XIV No. 1.d and XIV No. 2, it shall be demonstrated and documented that the same level of safety has been achieved by other means. This obligation includes the following:
 - a. Ready-to-use machinery must bear a CE marking.
 - b. If the CE marking is affixed, it must be accompanied by an EC declaration of conformity in German in accordance with Annex II A EC Machinery Directive.
 - c. Incomplete machinery must be accompanied by a declaration of incorporation in accordance with Annex II B EC Machinery Directive. The implementation of the quality requirements of relevant internal market directives is made a condition, to the extent possible in terms of the scope of delivery, and must be certified.
 - d. A certificate from an approved testing and certification body must be submitted for machinery in accordance with Annex IV EC Machinery Directive.
 - e. Operating instructions in accordance with Annex I EC Machinery Directive and DIN EN ISO 12 100-2 in German, including noise emission and, if applicable, vibration parameters, must be attached.
 - f. Technical documentation in accordance with Annex VII EC Machinery Directive shall be provided.