

Ineltek GmbH – General Purchasing Terms and Conditions

§ 1

General Provisions

§ 1.1. All orders for Ineltek GmbH – referred to as Ineltek GmbH below – are subject exclusively to the these terms and conditions,
delivery: free to the door

payment: 14 days 2% or 30 days net

unless anything to the contrary is expressly agreed upon. Ineltek GmbH hereby expressly objects to stipulations, general business terms and conditions or order confirmations of the vendor. The acceptance of order confirmations or deliveries without reservation does not constitute acceptance of such terms and conditions.

§ 1.2. With the initial delivery subject to these purchasing terms and conditions, the supplier also accepts their exclusive application for all subsequent orders.

§ 1.3. Orders and contracts are binding if they are submitted or confirmed in writing. Offers can only be accepted within a period of 14 days unless otherwise agreed upon.

§ 2

Delivery and Shipment

§ 2.1. Delivery takes place according to the order and / or the subsequent instructions of Ineltek GmbH, and on the agreed dates. The vendor is obligated to report changes to delivery dates promptly.

§ 2.2. The vendor is obligated to comply with the shipping regulations of Ineltek GmbH and the shipping company and / or shipper. All shipping documents, letters and invoices must bear the order and article numbers of Ineltek GmbH.

§ 2.3. The costs of transportation including packaging, insurance and all other incidental costs are borne by the vendor unless anything to the contrary has been expressly agreed upon.

[... Special provisions for especially valuable packaging materials, partial shipments etc. ...]

§ 3

Delivery Terms and Dates

§ 3.1. The delivery terms or dates specified on orders are binding and refer to the date of arrival at the place of fulfilment.

§ 3.2. Ineltek GmbH has the right to refuse acceptance of goods that are not received by the delivery date specified on the order and to return or store them with third parties at the expense and risk of the vendor.

[... Special provisions for default of acceptance in case of force majeure, relevant for international trade...]

§ 4

Quality and Acceptance

§ 4.1. The vendor warrants that the goods conform to the specifications provided, the applicable standards and the state of the art.

§ 4.2. Ineltek GmbH reserves the right to inspect the goods for apparent and visible defects promptly upon receipt and to delay acceptance until after said inspection. In case of complaints, the vendor may be held liable for the costs of inspection and replacement delivery. The period allowed for examination and sending notice of a defect or deficiency is 14 days from the date of identification for all types of defects. During the warranty period, the vendor waives the right of objection based on the delayed notification of concealed defects.

§ 4.3. The values determined during the receiving inspection are binding for the dimensions, weights and quantities of a shipment.

§ 4.4. Machines and equipment being delivered must comply with the following regulations in particular: [Product-specific standards regarding the safety and functionality of the ordered goods.]

§ 4.5. In case of an agreed contract penalty for delayed delivery, the claim for the contract penalty remains unaffected even if it is not expressly asserted upon acceptance of the shipment. Subsequent claims also remain unaffected without special reservation upon acceptance.

[For industry: Special provisions on quality assurance, quality verification through sampling, documentation of the same, legal consequences in case of violations...]

§ 5

Prices and Payment Terms and Conditions

§ 5.1. The agreed prices are the highest prices; price reductions in the time between the order and payment of the invoice are credited to Ineltek GmbH.

§ 5.2. Invoices must be issued promptly upon shipment of the goods, and must include the order number and article numbers. VAT must be disclosed separately.

§ 5.3. Payment is made subject to proper delivery as well as accurate pricing and calculations. Upon noting a defect covered by warranty, Ineltek GmbH has the right to withhold payment until the warranty obligations have been met.

§ 5.4. [Provisions regarding payment terms, e.g. "Payable within 30 days from the invoice date." or granting of an early payment discount.]

§ 6

Set-Off and Assignment

§ 6.1. The vendor only has the right to offset undisputed or legally established claims.

§ 6.2. The assignment of claims against Ineltek GmbH is only effective with the written approval of Ineltek GmbH.

§ 7

Warranty

§ 7.1. The warranty obligations of the vendor are based on the applicable legal regulations unless otherwise specified below. The vendor agrees to indemnify Ineltek GmbH upon first request against all claims by third parties based on deficiencies, the violation of third-party proprietary rights or product defects in the vendor's shipment proportionate to the cause. The vendor is obligated to obtain sufficient product liability insurance coverage.

§ 7.2. The warranty period is no less than 12 months from the date of delivery to the place of fulfilment. The statutory warranty period shall apply if it is longer.

§ 7.3. In case of defective performance, the vendor is required to provide a replacement at no charge, grant a price decrease pursuant to the applicable legal regulations regarding abatement or to rectify the defect at no charge at the discretion of Ineltek GmbH. In urgent cases, Ineltek GmbH after consultation with the vendor has the right to complete the rectification of defects itself, have it completed by a third party or obtain a replacement elsewhere at the expense of the vendor. The same applies if the vendor is in default with the fulfilment of its warranty obligations. If the maximum allowable rate of defects is exceeded according to the statistical test method specified on the order, Ineltek GmbH has the right to assert a claim for defects in regards to the entire shipment or to inspect the entire shipment at the vendor's expense after prior consultation with the vendor.

§ 7.4. For replacement deliveries and the rectification of defects, the vendor is liable to the same extent as for the original delivery item, i.e. also for transportation, handling and labour costs but not limited to the same. The warranty period for replacement deliveries begins no earlier than on the day the replacement delivery is received.

§ 7.5. The vendor is obligated to reimburse commensurate costs for a recall pursuant to product liability laws. Ineltek GmbH will previously submit a position statement to the vendor as quickly as possible. [Additional provisions are recommended in case of complex goods and / or repeated failure of the rectification of defects, or in case of contracts for the performance of a continuing or recurring obligation, i.e. especially in case of subscriber agreements.]

§ 8

Information and Data

Drawings, designs, samples, production regulations, internal company data, tools, equipment etc. that we have provided to the vendor for the purpose of submitting an offer or for the performance of a contract remain our property. They may not be used for other purposes, duplicated or made accessible to third parties and must be stored with the diligence of a reasonable businessman.

§ 9

Third-Party Proprietary Rights

The vendor warrants that the rights of third parties are not violated by the proper use of the purchased goods and especially that third-party proprietary rights are not violated. Insofar as claims due to the possible violation of third-party rights such as copyrights, patents and other proprietary rights are nevertheless asserted against Ineltek GmbH, the vendor indemnifies Ineltek GmbH against said claims and any related performance.

§ 10

Data Privacy

The vendor declares its irrevocable consent to the processing and / or editing of personal information that is disclosed, for the purpose of order processing, subject to compliance with the applicable legal regulations.

§ 11

Severability Clause

Should individual provisions of these general business terms and conditions be or become ineffective, the remaining provisions shall remain unaffected.

[... Provisions regarding jurisdiction, language etc. for general business terms and conditions in contracts with merchants...]

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