

§ 1 Scope of application

1. These Terms and Conditions of Purchase apply only to entrepreneurs within the meaning of Section 310 (1) of the German Civil Code (BGB).
2. Our General Terms and Conditions of Purchase shall apply exclusively to all orders. Any other terms and conditions of the supplier shall be rejected insofar as they do not correspond to these terms and conditions. Unless otherwise agreed, this also applies to all other formulations intended for regular use by the supplier, e.g., the "General Terms and Conditions," regardless of the documents in which they are contained and, in particular, even if they are not expressly designated as "General Terms and Conditions" or similar.

§ 2 Inquiries / Quotation / Contract

1. The client's inquiries are generally non-binding. The supplier's offers are free of charge and are valid for 60 calendar days from the date of submission.
2. Orders are only legally valid if they are placed in writing.
3. Verbal orders and amendments are only effective if they are confirmed by us in writing.
4. The order is placed according to the specifications of the client, otherwise according to the supplier's service offering. The supplier checks the specification and the specified material with regard to the intended purpose known to them or, if this is not known to them, whether they are suitable for the purposes for which such products are normally used. If the supplier has concerns about usability, they shall inform the client immediately.
5. If our order is accepted, the supplier shall send us an order confirmation within one week of the order date.
6. If the supplier is unable to meet the binding delivery date specified in the order, they are obliged to notify the client immediately.
7. Changes to ordered products require the prior consent of the client. If these affect the intended purpose or marketability of the product, the client is entitled to terminate the contract.

§ 3 Documents provided / Confidentiality

1. We reserve ownership rights and copyrights to all documents provided to the supplier in connection with the order, such as calculations, drawings, etc. The supplier undertakes not to disclose or make these documents available to third parties unless we give the supplier our express written consent to do so. They are to be used exclusively for production based on our order. The documents are to be destroyed in accordance with the provisions for the disposal of confidential and data protection-relevant documents if the supplier does not accept our order within the period specified in § 2. If the order is accepted, the documents are to be returned to Entrak after completion, unless otherwise agreed in individual cases
2. The confidentiality obligation shall remain in force even after the execution of this contract and for three years beyond its execution and termination, even if the order has not been accepted. It shall expire if and to the extent that the manufacturing knowledge contained in the illustrations, drawings, calculations, and other documents provided has become generally known.

§ 4 Provision of services

1. The scope of services owed is determined by the order and these general terms and conditions of purchase.
2. The supplier shall perform its services in relation to the product, its marketability, and the manufacturing process in accordance with the applicable legal requirements, contractual obligations, and instructions of the customer in accordance with the usual quality and, subject to deviating individual agreements, in accordance with the recognized rules of technology. The supplier is obliged to notify the customer immediately if circumstances become apparent that indicate that its performance does not comply with these requirements..
3. The delivery time stated in the order is binding..
4. The rights of the customer in the event of a delay in delivery are determined by the statutory provisions. Irrespective of this, the customer is entitled to claim a contractual penalty of 0.2% of the net value of the goods per working day of delay, up to a maximum of 5% of the net value of the goods.

§ 5 Prices and terms of payment

1. The price stated in the order is binding.
2. Payment of the fee requires a verifiable invoice in accordance with our specifications listed in the order. In particular, the supplier is obliged to comply with all regulations in accordance with the German Value Added Tax Act §14 ff. on the invoice. The supplier shall be liable for all consequences arising from non-compliance with this obligation, unless it can prove that it is not responsible for them.
3. Unless otherwise agreed in writing, payment shall be made within 14 days of delivery and receipt of the invoice with a 3% discount or within 30 days of receipt of the invoice net.

§ 6 Right of set-off and retention

We are entitled to set-off and retention rights to the extent permitted by law.

§ 7 Delivery times

If the supplier is in default, we shall be entitled to assert our statutory claims and, in particular, to demand compensation for damages instead of performance and withdrawal after a reasonable period of time has elapsed without result. If we demand compensation for damages, the supplier shall be entitled to prove to us that he is not responsible for the breach of duty.

§ 8 Transfer of risk / Delivery

1. Risk and ownership are transferred upon delivery of the products to the delivery area designated by the client for goods receipt. In the case of work performance, risk is transferred upon acceptance.
2. The delivery shall be made in appropriate packaging, accompanied by a delivery note containing all necessary information and all other accompanying documents, customs and import documents showing the correct item and order numbers of the customer, during the customer's stated business hours, DDP Wendelstein (in accordance with Incoterms 2020).

§ 9 Retention of title

1. If we provide parts to the supplier, we reserve title to them. Processing or transformation by the supplier shall be carried out on our behalf. If our goods subject to retention of title are processed with other items not belonging to us, we shall acquire co-ownership of the new item in proportion to the value of our item (purchase price plus VAT) to the other processed items at the time of processing.
2. If the item provided by us is inseparably mixed with other items not belonging to us, we shall acquire co-ownership of the new item in proportion to the value of the reserved item (purchase price plus VAT) to the other mixed items at the time of mixing. If the mixing is carried out in such a way that the supplier's item is to be regarded as the main item, it shall be deemed agreed that the supplier transfers proportional co-ownership to us; the supplier shall hold the sole ownership or co-ownership in safekeeping for us.
3. We retain ownership of any tools paid for by us.
4. The supplier is obliged to use the tools exclusively for the manufacture of the goods ordered by us. The supplier is obliged to insure our tools at replacement value at its own expense against fire, water, and theft damage. The supplier is obligated to carry out any necessary maintenance and inspection work on our tools, as well as all maintenance and repair work, at their own expense and in a timely manner.
5. He must notify us immediately of any malfunctions; if he culpably fails to do so, claims for damages remain unaffected.

§ 10 Warranty and notification of defects

1. We are obliged to inspect the goods within a reasonable period of time for any deviations in quality and quantity. The complaint is deemed to have been made in good time if it is received by the supplier within a period of 10 working days from receipt of the goods or, in the case of hidden defects, from discovery.
2. We are entitled to the full statutory claims for defects. In any case, we are entitled to demand that the supplier either remedy the defect or deliver a new item, at our discretion. We expressly reserve the right to claim damages, in particular the right to claim damages in lieu of performance.

3. Claims for defects - regardless of their legal basis - shall become time-barred 36 months after delivery. Longer statutory limitation periods shall remain unaffected by this.

§ 11 Property rights

1. The supplier warrants that its delivery and our use thereof do not infringe any third-party property rights. We will notify the supplier of any claims asserted by third parties.
2. The supplier shall defend against any third-party claims asserted against us due to infringement of property rights arising from the supplier's deliveries and services at its own expense. We will not acknowledge such claims on our own initiative. We reserve the right to instruct the supplier to take over the dispute with third parties in and out of court.
3. The supplier shall indemnify us upon first request against all claims arising from the use of such property rights, unless the supplier's deliveries and services have been manufactured and provided exclusively in accordance with our drawings and/or models and the supplier did not know or had no reason to know that the provision of the service infringed the property rights of third parties.
4. Rights of use arising within the scope of our order shall be transferred to us upon payment.

§ 12 Product liability / Liability insurance coverage

1. Insofar as the supplier is responsible for product damage, it shall be obliged to indemnify us against claims for damages by third parties upon first request if the cause lies within its sphere of control and organization and it is liable in relation to third parties.
2. In this context, the supplier is also obliged to reimburse any expenses arising from or in connection with a recall campaign carried out by us. We will inform the supplier of the content and scope of the recall measures to be carried out, as far as possible and reasonable, and give them the opportunity to comment. Other legal claims remain unaffected.
3. The supplier undertakes to maintain product liability insurance. Any further claims for damages to which we are entitled shall remain unaffected. Upon request, the supplier shall provide us with a copy of the valid insurance policy.

§13 Quality / Documentation

1. The client shall have a quality management system in place that is appropriate for its business purposes and that includes, among other things, ongoing quality testing of the products.
The client is entitled to request the supplier's cooperation in implementing the quality management system to the extent necessary to comprehensively review the quality management system at the supplier's premises.
The parties shall always agree on this in advance.
2. The parties shall mutually agree on the details of safety standards, quality requirements, and testing measures, as well as the corresponding documentation and evidence.
This may take the form of a quality assurance agreement, among other things.
3. The supplier shall provide complete documentation and all necessary declarations in good time, in particular proof of preferential origin, declarations of conformity and markings of the country of destination, and safety data sheets.
4. The supplier undertakes to maintain a quality management system certified by an accredited company in accordance with the minimum standard DIN EN ISO 9001:2015.
5. Any requirements according to AQAP can be agreed upon in individual contracts.
All requirements from an order can be subject to official quality assurance. The client shall notify the supplier of any official quality assurance measures to be carried out and agree on the further procedure by mutual consent.
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7. The supplier shall inform the customer immediately if its ongoing inspection reveals that the product no longer complies with the usual industry and product standards.

§ 14 Termination / Withdrawal

1. The customer is entitled to terminate the contract if he can no longer use the ordered products due to circumstances that arose after the conclusion of the contract, in which case he must remunerate the supplier for any partial services already rendered.
2. Each party is entitled to terminate the contract in writing at any time without notice or to withdraw from it in part if there is good cause.

Good cause shall be deemed to exist for the client in particular if:
* the supplier violates essential contractual obligations or fails to proactively and independently inform us of changes to the product or its economic situation (e.g., impending insolvency);
* the supplier's economic situation has deteriorated significantly or threatens to deteriorate, thereby jeopardizing the fulfillment of its obligations;
* there is no adequate quality management system in place, or
* the supplier repeatedly delivers defective goods in significant quantities.

§ 15 Place of performance, place of jurisdiction, and applicable law

1. All agreements made between the parties for the purpose of implementing these terms and conditions are set out in these terms and conditions.
There are no verbal side agreements.
Any additions or amendments to these terms and conditions must be made in writing.
2. The place of performance for all deliveries, services, and payments is our place of business, unless otherwise specified in the order.
3. The exclusive place of jurisdiction for all disputes arising from these terms and conditions is the court responsible for our place of business. However, we are also entitled to sue the supplier at the place of jurisdiction of its place of business.
4. The law of the Federal Republic of Germany applies, excluding the UN Convention on Contracts for the International Sale of Goods.
5. Should one or more provisions of these terms and conditions be or become invalid in whole or in part, or should these terms and conditions contain loopholes, this shall not affect the validity of the remaining provisions and clauses. The parties undertake to replace the invalid clause with another clause that comes closest to the economic purpose of the invalid or missing provision and is itself valid. The same applies in the event of a loophole.