

Terms and conditions of purchase

1 Key terms and conditions

1.1 For all business transactions with the supplier or other contractors (hereafter referred to jointly as the "Supplier"), only the following terms and conditions of purchase apply, to the exclusion of any conflicting terms and conditions. In addition, any individually agreed framework or contractual terms and conditions apply and shall take precedence over these terms and conditions in the event of any conflict.

1.2 These terms and conditions of purchase also apply if the Supplier refers to their own terms and conditions when accepting contracts, or in their order confirmation, unless these have been expressly approved by us.

1.3 Our terms and conditions of purchase only apply to companies in accordance with section 14 BGB [Bürgerliches Gesetzbuch, German Civil Code].

2 Contracts/conclusion of a contract/amendments to a contract

2.1 Contracts to supply and contracts for services, as well as contracts for work (assignments, orders, delivery schedules and distributions, quantity contracts and just-in-time deliveries, hereafter referred to as "contracts") and any amendments and additions thereto are only binding if they are issued or confirmed by us in writing.

2.2 In order for the contract to be accepted and valid, the Supplier must return the copy of the "Supplier Confirmation" supplied by us with a legally binding signature within one week of receiving the document.

2.3 Orders, distributions and just-in-time deliveries may also be sent by fax or other form of electronic data transmission. These are valid without a signature and do not require any further confirmation by the Supplier. The Supplier must provide written notification of any amendments and additions within three working days.

3 Prices

3.1 Unless any special agreements are concluded, prices must be understood as fixed prices including delivery ex works, including all packaging, insurance and all other delivery costs.

3.2 Quotations should only be sent to our purchasing department.

4 Delivery

4.1 Agreed dates and deadlines are binding. The delivery dates (specific days) stated in our contracts refer to the date when goods arrive at the Rothenburg site or at the agreed delivery address.

4.2 If the Supplier falls behind schedule and a fixed delivery date has been agreed, from this date or otherwise following a warning we are entitled to apply a contractual penalty of 0.5% of the net order value per week or part thereof, up to a maximum of 5% of the net order value and/or the value of the delivery and/or to withdraw from the contract. The right to claim compensation remains unaffected. The contractual penalty paid will be offset against any compensation claim.

4.3 Partial and early deliveries are not permitted without our approval.

4.4 The place of fulfilment is the place to which the goods are to be delivered as stated in our contract.

4.5 The values determined by Neuberger when incoming goods are checked apply for all quantities, weights and dimensions.

4.6 Neuberger is entitled to use any software that is included in the product scope of delivery, including any documentation, to the extent permitted by law (sections 69a et seqq. UrhG [Urhebergesetz, German Copyright Act]) and in accordance with the agreed features and to the extent required for the contractual use of the product. Neuberger is authorised to create a back-up copy even without an explicit agreement.

4.7 At our request, the contractor will remove any outer, transport and sales packaging from the place of fulfilment or arrange for it to be removed by a third party.

5 Dispatch note / invoice

The details stated in our orders and delivery schedules apply. Invoices must be sent in triplicate to the address stated on them and must include the invoice and order number and any other references; they must not be included with the deliveries.

6 Payment

6.1 Payment for contracts will only be made if the delivery is received free of faults and defects, and for contracts for services or works, once the service has been rendered in accordance with the order and final acceptance has taken place, and following the subsequent submission of a corresponding invoice.

6.2 Unless otherwise agreed, payments will be made within ten days less a 3% early payment discount or within 30 days net.

6.3 The payment period starts when we receive the invoice and once the conditions in point 5 have been fulfilled. Invoices received prior to the conditions for payment being fulfilled will be returned to the Supplier.

6.4 The payment date is the issue date stated in the digital payment order created by us.

6.5 Receivables that we owe to the Supplier may only be assigned to third parties with our authorisation. Payments will only be made to the Supplier. The Supplier's rights and obligations arising from contracts with us are not transferable unless expressly agreed by us in writing.

7 Claims for defects/liability for defects/defects process

7.1 The Supplier commits to comply fully with our specifications, in particular order documents for our contracts, thereby satisfying the agreed conditions for the supplied goods.

7.2 Deliveries made and services rendered by the Supplier must be made and rendered in accordance with generally accepted technical rules, including EN/DIN, VDE, VDI, CE, IEC, EMC, DVGW or other similar standards that may apply. In addition, deliveries made and services rendered by the Supplier must comply with all legal and official regulations on the day of delivery, including those protecting machinery and the environment, as well as all accident prevention regulations.

7.3 Goods are accepted subject to an inspection to ensure that they are free from defects, and in particular that they are also correct, complete and fit for purpose.

7.4 For all goods delivered or services rendered by the Supplier, our contractual and legal claims arising from defects expire after 36 months at the earliest, subject to any longer legal or contractual periods. This period begins from the date of delivery or after acceptance of the service or, if expressly agreed, from the manufacturing date clearly stated on the goods.

7.5 Our rights in relation to the Supplier in accordance with section 478 BGB remain unaffected.

The right to claim reimbursement of expenses defined in section 478 (2) expires three years after the goods have been delivered. The rights granted to us in relation to the Supplier in accordance with sections 437 and 478 (2) BGB due to defects in a newly produced item sold to a consumer expire no earlier than six months after the point at which we have fulfilled the consumer's claims. This suspension of expiration ends no later than six years after the time when the Supplier delivered the item to us. Unless otherwise specified in separate agreements and contracts, the liability for defects shall be based on current legal regulations.

7.6 For any parts serviced or repaired within the period of limitation for our defect claims, the period of limitation re-starts at the point when the Supplier has fully met our claims for supplementary performance.

7.7 In urgent cases, or if the Supplier has not met their obligation for supplementary performance without delay, when new goods are delivered, and following prior agreement with the Supplier, we are entitled to remedy the defects ourselves or to arrange for defects to be remedied by a third party, or to procure a replacement from a third party. Any costs arising from this will be borne by the Supplier.

7.8 As a matter of principle, when returning any rejected goods we will deduct the costs from the value of the goods. Repaired and re-delivered goods fresh from the factory or replacements must be re-invoiced.

7.9 Goods rejected within the period of limitation for defect claims that have been installed in our products or are already with our customer or their end customer (failures in the field) will normally be removed by our service engineers or specialists without the Supplier's prior agreement and returned to the Supplier, with a charge raised for the value of the goods. In addition, we are entitled to charge the Supplier any expenses arising for any such supplementary performance and to pass on to the Supplier any justified claims for costs of our customers directly connected to the rejected goods. Goods that have been repaired and suffer a failure in the field may not be returned to us. If the Supplier wishes to carry out supplementary performance for rejected goods that have failed in the field at our customer's premises or at the end customer's premises, this must be agreed with us.

7.10 The obligation to inspect the goods and give notice of any obvious defects is deemed to have been fulfilled by us if the notification of defects is issued in writing or via electronic data transmission within ten days of the goods being received or, if the defects are hidden, within ten days of them being discovered.

7.11 The Supplier guarantees the traceability of their deliveries and commits to provide us with all relevant information.

8 Confidentiality

8.1 The Supplier is obliged to treat all business transactions and operational procedures that they or their employees become aware of while executing the contracts in relation to us as strictly confidential. The Supplier must expressly inform the employees it uses of their confidentiality obligations.

8.2 Documents (drawings, technical specifications, parts lists etc.), documentation and samples of any kind provided by us to the Supplier must be treated as strictly confidential, must only be used for contractual purposes, must be protected from misuse, and must be returned without having to be requested at the end of the contract with no right of retention.

8.3 Information acquired while executing contracts with us must not be used for any other purposes or passed to third parties. Any contraventions of this will entitle us to make compensation claims against the Supplier.

9 Product liability

If product liability claims are made against Neuberger, the Supplier is obliged to indemnify us against any such claims, provided and to the extent that the damage has been caused by a defect in a contractual object delivered by the Supplier. However, in cases of fault-based liability, this only applies if the Supplier is at fault. If the cause of the damage is the responsibility of the Supplier, they bear the burden of proof in this respect. In the abovementioned cases, the Supplier will cover all costs and expenses, including the costs of any legal action or product recall. In all other circumstances, statutory provisions apply.

10 Intellectual property rights

The Supplier is responsible for ensuring that their supplied goods or services, and their use by us, do not infringe any patents or other intellectual property rights of third parties. The Supplier shall indemnify us and our customers against all claims arising from the use of such intellectual property rights.

11 Force majeure

Force majeure, industrial disputes, operational interruptions that are not the fault of the operator, disturbances, official measures and other unavoidable circumstances shall entitle us – notwithstanding our other rights – to withdraw partially or fully from the contract, provided that the circumstances are not of negligible duration and that they result in a significant reduction in our requirement. The Supplier is obliged to inform us immediately of all circumstances that could impact their ability to meet the delivery schedule.

12 Cancellation

If there is a significant deterioration in the Supplier's commercial and financial circumstances, and in particular if an application is made for the opening of settlement or insolvency proceedings in relation to their assets, we shall be entitled to cancel the contract if the aforementioned circumstances jeopardise the execution of the contract. Accepting partial deliveries and services after one of the aforementioned circumstances has occurred does not affect the right to cancel the rest of the contract.

13 Severability clause

Contracts remain valid even if individual provisions prove to be invalid. The provision in question must then be interpreted in such a way that its original intended commercial and legal objectives are achieved as far as possible. This does not apply if adhering to the contract would result in unacceptable hardship for one of the parties.

14 General provisions

14.1 The place of jurisdiction is Ansbach, Germany and/or Zurich, Switzerland.

14.2 German law applies exclusively for the contractual relationship, without giving effect to the principles of conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods (CISG).