



I. GENERAL, SCOPE OF APPLICATION

1. Our Terms of Purchase apply to all, current and future orders of goods and services and their processing.
2. We do not recognize any conflicting or deviating terms and conditions of the Seller (hereinafter also: Suppliers), unless we have expressly agreed to their validity in writing.
3. Our terms and conditions of purchase shall also apply if we accept delivery without expressly contradicting our knowledge, in the knowledge that the conditions of the seller conflict with or deviate from our conditions of purchase.
4. The execution of our orders is considered acceptance of our conditions of purchase. The acceptance of deliveries or services or their payment does not constitute acceptance of the conditions of sale of the supplier.

II. OFFER, OFFER DOCUMENTS

1. The supplier is obliged to accept our order within a period of 1 week. All changes and additions are only valid if confirmed in writing by us.
2. By way of exception, we will be bound by our telephone orders when the order is placed in writing or confirmed by the management or our purchasing department (list of authorized staff will be gladly provided). Agreements with other departments, branches or other organizational units also require written confirmation from the management or the purchasing department. This also applies to supplements to contracts as well as deviating verbal collateral agreements.
3. In individual cases specified production documents including tolerance details are binding. By accepting the order, the supplier acknowledges that he has informed himself about the type and scope of the delivery by inspecting the agreed delivery specification. In the case of obvious errors, typographical errors and miscalculations in the order, there is no liability for us. The supplier is obliged to inform us about such errors, so that our order can be corrected and renewed. This also applies to missing documents or drawings.
4. Deviations in quantity and quality compared to the text and content of our order and subsequent changes to the contract shall not be deemed agreed until we have expressly confirmed them in writing.
5. As far as reasonable, ILLING PLASTICS is entitled to demand changes of the delivery item from the supplier. Any additional costs incurred by the supplier must be adequately compensated. Reduced costs must be taken into account, taking into account any pro-rata profit for the benefit of ILLING PLASTICS.
6. § 649 BGB analog should be for the calculation scale.

III. PRICE

1. The price stated in the order is a binding fixed price. They remain valid even if the scope of the transferred deliveries and services is changed compared to the order.
2. In the case of pricing "free delivery", "free destination" and / or other 'free / frank' deliveries, the price includes the freight and packaging costs. In the case of carriage paid delivery, unless we have specified a special type of shipment, we will only accept the cheapest freight costs. The return of the packaging requires a special agreement.

IV. PAYMENT

1. Payments are made, unless the terms and conditions of the supplier are more favorable or otherwise agreed in writing, within 14 days less 3% discount or within 30 days net.
2. Invoices may not be attached to the goods but must be delivered separately.
3. Payment and discount periods are valid from the receipt of the invoice, but not before receipt of the complete product or in the case of services not prior to their acceptance and, if documentation, test certificates or similar documents are included in the scope of services, not before their contractual transfer to us. Delays due to incorrect or incomplete invoices lead to a reasonable extension of the discount periods.
4. Payments are made by bank transfer. The payment is due in time if the transfer has been placed with the bank on the due date.
5. Due dates can not be requested. We are entitled to prove less delay damage than required by the seller.
6. Offsetting and retention rights are entitled to us to the statutory extent.
7. Payments and commissioning do not constitute acceptance of the deliveries and services, in particular with regard to their quality, weight, price or other characteristics.

V. DELIVERY TIMES, DELAY IN DELIVERY

1. Decisive for the observance of the delivery date or the delivery period, which begins to run with the order, is the receipt of the commodity with us or the place of receipt specified by us. If delays are to be expected, the supplier must inform us immediately and propose appropriate countermeasures to avert imminent damage.
2. In case of delay in delivery of the supplier we are entitled to the legal claims. In particular, we shall be entitled to demand damages instead of performance after the fruitless expiration of a reasonable period of grace set by us. Our claim to delivery is only excluded if the supplier has paid the damages.

VI. QUANTITIES

The quantities prescribed by the order must be observed. Commercial excess or shortfall quantities are to be considered. We only need to accept partial deliveries if they have been expressly requested or accepted by us. We reserve the right to return overdeliveries to the supplier at its expense and to insist on underpayments for the fulfillment of the ordered quantity.



VII. QUALITY OF DELIVERY

1. Descriptions of the nature and characteristics of the goods constitute a guarantee of the supplier.
2. The delivery must conform to the samples approved by us and / or the quality or raw material specifications underlying the order. Even insignificant changes may not be made by the supplier without consent. The quality is checked by means of random samples in our laboratory and compared with samples, the quality or raw material specifications and / or the usual quality regulations. Deliveries or services which do not comply with the given regulations and agreements entitle us, even if the test has been limited to random samples, to assert the statutory warranty rules.
3. With an above-average error rate, we are entitled to demand the test costs. Returned goods will be charged to the supplier. The return is at his risk and expense.
4. In the case of repaired goods or replacement delivery, the warranty period begins to run again upon receipt of the repaired or replaced goods. To maintain the warranty claims, it is sufficient if the defects are reported to the supplier within the warranty period. The assertion of warranty claims with regard to all defects which are subsequently determined remains unaffected.

VIII. TRANSPORT, RISK, PACKAGING

1. Until the goods have been delivered to the registered office of ILLING PLASTICS or its designated receiving point, the supplier bears the risk of accidental loss and accidental deterioration of the goods, including "free delivery", until the goods have been handed over at the destination.
2. The supplier must insure the goods on his own account. All deliveries shall be free of charge, insurance and freight to our works or to a receiving agency designated by us.
3. If deviating from an ex works delivery agreed, we have the right of pickup. If this rule is not adhered to, the supplier may be required to pay additional costs.
4. Additional costs incurred as a result of accelerated transport required to meet delivery dates shall be borne by the supplier.
5. Losses and damage to goods resulting from faulty packaging or improper transport shall be borne by the supplier, and any defects resulting from the transport shall be borne by the supplier only if the supplier is responsible for the transport.
6. Hazardous substances must be packed and labeled in accordance with the applicable laws. Corresponding safety data sheets are to be supplied. For a pick-up ex works of the supplier, the safety data sheets are to be sent to us in advance. Likewise, dangerous goods must be packaged and marked in accordance with the applicable laws, and the dangerous goods classification or, if necessary, the note "no dangerous goods" must be indicated on the delivery note.

IX. DOCUMENTATION

Invoices, delivery notes and packing slips are to be attached in duplicate to each consignment. Enter the order number, quantity and quantity unit, article name with our article number as well as the remaining quantity plus delivery date for partial deliveries.

X. PROPERTY RIGHTS

With regard to the retention of title rights of the supplier, its terms and conditions shall apply with the proviso that the ownership of the goods passes to us with their payment and, accordingly, the form of extension of the so-called current account reservation does not apply. Due to the retention of title, the supplier can only demand the goods out if he has previously withdrawn from the contract.

XI. LIABILITY, LIMITATION

1. The supplier is obligated to provide us with the goods free of material and legal defects. In addition to the legal obligations, the safety regulations as well as the applicable industry-specific manufacturing and quality standards must be observed.
2. The goods are checked for quality and completeness after receipt to the extent reasonable and technically possible. Notifications of defects are timely if they are received by the supplier within ten working days by letter, fax, e-mail or telephone. The deadline for the notification of defects begins with the time when we have determined the defect or should have discovered.
3. If the goods are subject to a material defect, we are entitled to the statutory rights of our choice. A rectification of the seller is already after the first unsuccessful attempt as failed. We are also entitled to withdraw from the contract if the breach of duty by the supplier in question is insignificant.
4. We are entitled to demand compensation from the Supplier for expenses in connection with a defect which we have to bear in relation to our customer if the defect already existed at the time of the transfer of risk.
5. The statutory limitation periods apply to our claims for defects. You begin to run with the timely notice of defects (see point 2). The liability for defects of the supplier ends at the latest in 10 years after delivery of the goods. This limitation does not apply if our claims are based on facts that the supplier knew or should have known and which he did not disclose to us.
6. The supplier hereby assigns to us all claims that he is entitled to against his suppliers on the occasion and in connection with the delivery of defective goods or goods that lack guaranteed or guaranteed properties. He is obliged to hand over all necessary documents for the assertion of such claims upon request.
7. For the rest, the statutory warranty periods apply.

XII. DECLARATION OF ORIGIN

1. In the event that the supplier makes statements concerning the originating status of goods sold, the following applies:



2. The supplier undertakes to facilitate the verification of proofs of origin by the customs administration and to provide the necessary information as well as to provide any required confirmations.
3. The supplier is obliged to compensate for the damage resulting from the fact that the declared origin is not recognized by the competent authority as a result of a faulty certificate or lack of verification possibility, unless he is not responsible for these consequences.

XIII. QUALITY, DOCUMENTATION AND INFORMATION

1. If the nature and extent of the tests and the test equipment and methods are not firmly agreed between the supplier and us, we are prepared, at the supplier's request, within the scope of our knowledge, experience and possibilities to discuss the tests with him State of testing technology to determine.
2. In addition, the supplier must record in special records when, in what manner and by whom the delivery items have been checked and which results have resulted in the required quality tests. The examination documents must be kept for 10 years and presented to us if required. Suppliers shall be obliged to the same extent by the supplier within the scope of the legal possibilities. The obligation to provide documentation applies to all delivery items, unless individual persons are expressly excluded from the contract.

XIV. PRODUCT LIABILITY, EXEMPTION, LIABILITY INSURANCE PROTECTION

1. As far as the supplier is responsible for a product damage, he is obligated to indemnify us in this respect of claims for damages of third parties on first request, as the cause is set in his domination and organization and he is liable in the external relationship itself.
2. In this context, the supplier is also obliged to reimburse any expenses pursuant to §§ 683, 670 BGB and §§ 830, 840, 426 BGB resulting from or in connection with a recall action carried out by us. We will inform the supplier - as far as possible and reasonable - about the content and extent of the recall measures to be carried out and give him the opportunity to comment. Other legal claims are disregarded.
3. The supplier undertakes to maintain a product liability insurance with a coverage of at least EUR 10 million per personal injury / property damage - lump sum; if we are entitled to further claims for damages, these remain unaffected.

XV. PROTECTION RIGHTS, CONFIDENTIALITY, CONTRACTUAL PENALTY

1. The supplier is liable for ensuring that no patents or other proprietary rights of third parties are infringed by its delivery and use by us. It releases us and our customers from all claims arising from the use of such property rights. The indemnification obligation of the supplier refers to all expenses that necessarily accrue to us from or in connection with the claim by a third party. The obligation to indemnify does not apply insofar as the supplier has manufactured the delivered goods according to drawings, models or other similar descriptions or instructions given by us and does not know or can not know in connection with the products manufactured by him that this will violate property rights.
2. The supplier is obliged to treat our orders and all related commercial and technical details as business secrets and has to oblige his subcontractors accordingly. The supplier is therefore obliged to keep all illustrations, drawings, calculations and other documents and information strictly confidential. They may only be disclosed to third parties with our express consent. The secrecy obligation also applies after completion of this contract; It expires if and insofar as the manufacturing knowledge contained in the provided illustrations, drawings, calculations and other documents has become generally known.
3. The supplier may only advertise his business relationship with our prior written consent; In particular, the publication of reference lists and product names as well as our company logo requires the express written consent.

XVI. VERWAHRUNG, EIGENTUM

1. Supplied material remains our property. It is to be stored separately as such and may only be used for our orders. The supplier is also liable for any impairment or loss without fault. Processing or transformation by the supplier are made for us. If our supplied material is processed with other objects not belonging to us, we acquire the co-ownership of the new object in proportion of the value of our goods to the other processed objects 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 of the value of the provided material to the other mixed items at the time of mixing. If the mixing takes place in such a way that the supplier's item is to be regarded as the main item, it shall be deemed to have been agreed that the supplier assigns co-ownership pro rata to us; the supplier stores sole ownership or co-ownership for us; The purchase price includes costs for the safekeeping of the objects and materials held for us.

XVII. APPLICABLE LAW, PLACE OF FULFILLMENT, JURISDICTION

1. For all legal relationships between us and the seller / supplier, German law shall apply in addition to these conditions, including the provisions of the United Nations Convention on Contracts for the International Sale of Goods of 11.04.1980 (UNCITRAL).
2. Unless otherwise stated in the order, our place of business is the place of performance.
3. Jurisdiction is our place of business. However, we are entitled to sue the supplier at the court competent for his place of business. Our place of business is also place of jurisdiction if the supplier does not have a general place of jurisdiction in Germany, relocates his domicile, domicile or habitual residence abroad or if his domicile, domicile or habitual residence is unknown at the time the legal action is brought.



Dr. Illing Plastics GmbH

ALLGEMEINE GESCHÄFTSBEDINGUNGEN DER DR. ILLING PLASTICS GMBH

(nachfolgend: Illing Plastics)

Zur Verwendung im Geschäftsverkehr gegenüber Unternehmern, Stand 06/2018

XVIII. SALVATORY CLAUSEL

The invalidity of individual provisions of the contract shall not affect the validity of the remaining provisions and the existence of the contract.