

General Terms and Conditions of Purchase

§ 1 General/scope of application

1. Our General Terms and Conditions of Purchase (GTCP) shall apply exclusively. Deviating, conflicting or supplementary terms and conditions of purchase of the Supplier shall only become part of the contract if and insofar as we have expressly agreed to their validity. Our Terms and Conditions of Purchase shall also apply in the event of unconditional acceptance of a delivery from our suppliers.
2. All agreements made between us and the Supplier for the purpose of executing this contract must be set out in writing in this contract.
3. Our terms and conditions of purchase shall also apply to all future transactions with the Supplier.
4. individual agreements made with the Supplier in individual cases (including collateral agreements, supplements and amendments) and information in our purchase order shall take precedence over these General Terms and Conditions of Purchase. Subject to proof to the contrary, a written contract or our written confirmation shall be decisive for the content of such agreements.
5. Our General Terms and Conditions of Purchase apply to companies within the meaning of Section 310 (1) BGB (German Civil Code).

§ 2 Offer and conclusion of contract

1. The contract is concluded by the acceptance of our order, at the latest by our purchase confirmation. The Supplier must notify us of obvious errors (e.g. typing and calculation errors) and incompleteness of the order, including the order documents, for the purpose of correction or completion before acceptance; otherwise the contract shall be deemed not to have been concluded.
2. The content of the contract stated in our acceptance/purchase confirmation shall be binding for both parties unless an objection is received within 3 working days.

§ 3 Prices

1. The price confirmed by us at the time of the order is binding and includes delivery “free domicile” including packaging. All unit prices are fixed prices. The statutory value added tax is not included in the price.
2. The values determined by us during the incoming goods inspection shall be decisive for quantities, weights and dimensions, subject to other proof.
3. Invoices are to be sent to us. They must always be issued separately from the material. Our order number and date as well as the Supplier's item and article number must be stated on the invoices. The Supplier shall be responsible for all consequences arising from non-compliance with this obligation, unless he can prove that he is not responsible for them.

§ 4 Terms of payment

1. payments shall be made on the basis of the invoices, after receipt, inspection and approval at the agreed receiving plant. If material not accepted by us for quality reasons is returned, the Supplier shall be obliged to reimburse the payment made by us for this material without delay.
2. Payments shall be made within 30 days of receipt of the goods and invoice.
3. In the case of bank transfer, payment shall be deemed to have been made on time if our transfer order is demonstrably received by our bank before expiry of the payment deadline; we shall not be responsible for delays caused by the banks involved in the payment process.
4. We do not owe any interest on arrears. The statutory provisions shall apply to the occurrence of our default, whereby a written reminder by the Supplier shall be required in any case.
5. We shall be entitled to rights of set-off and retention to the extent permitted by law. In the event of a notice of defects, we shall have the right to retain the rejected material until the partial payment made by us or the purchase price paid has been refunded by the Supplier.

§ 5 Delivery period and delay in delivery

1. If no delivery time is specified, delivery shall be made immediately. If exact dates or specific deadlines for deliveries have been agreed, this shall regularly be deemed a fixed-date transaction, even if this is not expressly confirmed. In the case of fixed-date transactions, we have the right to withdraw from the contract without granting a grace period or to demand compensation from the Supplier for non-fulfillment of the subject matter of the contract in the event of a delay in delivery. The Supplier is obliged to inform us immediately in writing if he is likely to be unable to meet agreed delivery times - for whatever reason.
2. In the event of a delay in delivery, we shall be entitled, after setting a grace period, to procure the ordered material elsewhere. Any additional costs incurred shall be borne by the Supplier.

§ 6 Place of performance and transfer of risk

1. The place of performance for deliveries and payment is the factory of Blend+ GmbH in Düren, Germany.
2. The transfer of risk shall take place upon delivery to the receiving plant.

§ 7 Defects, warranty, liability

1. We shall be entitled to the statutory warranty claims in full; irrespective of this, we shall be entitled to demand from the Supplier, at our discretion, rectification of defects or replacement delivery. In this case, the Supplier shall be obliged to bear all expenses necessary for the purpose of remedying the defect or making a replacement delivery. In the event of a subsequent delivery, we shall be entitled, at our discretion, to request the Supplier to remove the defective item, to have it removed by a third party or to remove it ourselves. In the latter case, the Supplier shall bear the cost price incurred by us. We expressly reserve the right to

claim damages for non-performance. Should the delivered defective item cause damage to other products, the statutory claims for damages shall apply.

2. In the event of a material complaint, the Supplier is obliged to take back the material complained about and to supply us with material of impeccable quality without delay.

3. Unless otherwise agreed, the warranty period shall be 24 months, calculated from the transfer of risk.

4. For parts of the delivery that have been repaired or overhauled within the limitation period, the limitation period shall begin to run anew at the point in time at which the Supplier has completely fulfilled our claims for subsequent performance.

5. If claims are asserted against us by third parties due to defects in the material purchased from the Supplier, we shall be entitled either to recourse against the Supplier or to demand indemnification from the third party's claims for damages; the preceding paragraphs shall apply accordingly. The Supplier is obliged to reimburse us for the expenses incurred due to the defects, in particular transport, travel, labor and material costs.

§ 8 Retention of title

1. The processing, mixing or combination of materials provided by us to the Supplier is performed on our behalf. If, in the event of processing, mixing or combining with items of third parties, their right of ownership remains, we shall acquire co-ownership of the new item in the ratio of the value of our provided item to the other items.

2. The transfer of ownership of the item to us shall be unconditional and without regard to the payment of the price. All forms of extended or prolonged retention of title are excluded, so that any retention of title effectively declared by the Supplier shall only apply until payment of the item delivered to us and for this item.

3. If materials, tools, objects and special packaging are provided by us to the Supplier in connection with agreed work or services or other services or, in particular, are provided for repair or reworking, we reserve title thereto.

§ 9 Product liability

1. In the event that claims are asserted against us on the basis of product liability, the Supplier shall be obliged to indemnify us against such claims if and to the extent that the damage was caused by a defect in the contractual item delivered by the Supplier. In cases of fault-based liability, however, this shall only be sufficient if the Supplier is at fault. If the cause of the damage lies within the Supplier's area of responsibility, the Supplier shall bear the burden of proof in this respect.

2. In such cases, the Supplier shall bear all costs and expenses, including the costs of any legal action.

3. The statutory provisions shall otherwise apply.

§ 10 Property rights

1. We reserve the exclusive property rights and copyrights to illustrations, drawings, calculations and other documents. The documents may not be made accessible to third parties without our express consent.
2. The Supplier guarantees that no rights of third parties within the delivery area are infringed in connection with his delivery or by the delivery.
3. If claims are asserted against us by a third party in this respect, the Supplier shall be obliged to indemnify us against these claims upon first written request; we shall not be entitled to make any agreements with the third party - without the Supplier's consent - in particular to conclude a settlement.
4. The Supplier's obligation to indemnify relates to all expenses necessarily incurred by us from or in connection with the claim by a third party.

§ 11 Labeling, product information, EU REACH clause

1. To the extent applicable to the goods to be delivered and/or substances in these goods, the goods shall be labeled by the Contractor in accordance with the provisions of the CLP Regulation (EC) No. 1272/2008 for hazardous substances/preparations, as amended from time to time.
2. The Supplier undertakes to provide us with all necessary product information, in particular with regard to composition and shelf life, e.g. safety data sheets, processing instructions, labeling regulations, assembly instructions, occupational safety measures, etc., as well as with all other product-related information required under applicable law or relevant regulations, including any changes thereto, in good time prior to delivery/service.
3. To the extent applicable to the goods to be delivered and/or substances in these goods, the Supplier is obliged to comply with Regulation (EC) 1907/2006 of the European Parliament and of the Council concerning the Registration, Evaluation, Authorization and Restriction of Chemicals, as amended from time to time ("EU REACH").
4. The Supplier warrants that the goods to be delivered do not contain any gold, tin, tantalum, tungsten or compounds of the aforementioned substances originating from the Democratic Republic of the Congo or neighboring countries of the Democratic Republic of the Congo. Upon request, the Supplier shall provide us with information on the origin of the aforementioned substances and/or compounds.

§ 12 Quality, social responsibility and environmental protection

1. The Supplier undertakes to comply with the respective legal regulations on dealing with employees, environmental protection and occupational safety and to work to reduce adverse effects on people and the environment in its activities. To this end, the Supplier shall establish and further develop a QHSE management system (quality, health, safety and environmental protection) as reasonably possible.
2. Furthermore, the Supplier shall endeavor to observe the principles of the UN Global Compact Initiative.

§ 13 Compliance, anti-corruption and money laundering prevention, duty to protect human rights

1. We refer to the documents “Supplier Code of Conduct” and “Sustainability and Environmental Policy” available on the Internet (<https://www.blendplus.de/nachhaltigkeit>). These form the basis of our expectations with regard to corresponding standards for our business partners, including our suppliers. The Contractor is obliged to implement, comply with and maintain equivalent standards, which must be demonstrated either by its own standards or by compliance with industry standards. The standards must include the establishment, maintenance and documentation of appropriate and effective systems and processes.

2. The Supplier shall comply with the anti-bribery, anti-corruption and anti-money laundering provisions of the OECD Guidelines for Multinational Enterprises and all anti-corruption and anti-money laundering laws applicable to the legal relationship between us and the Supplier (“Anti-Corruption and Anti-Money Laundering Regulations”).

3. In fulfilling its obligations arising from our legal relationship, the Supplier shall comply with the human rights protection obligation and shall oblige suppliers (including service providers) who act in connection with the fulfillment of its obligations arising from our legal relationship to comply with the human rights protection obligation at their own operations and in their supply chains. “Human Rights Duty to Protect” means the obligation to end any violation of human rights or, to the extent applicable to the goods to be delivered and/or substances in these goods, of protected environmental rights and to take measures to prevent imminent violations and to avert or minimize risks of negative impacts on human rights or protected environmental rights. “Human rights” means internationally recognized human rights, at least as contained in the International Bill of Human Rights (UN) and the core labor standards of the International Labor Organization (ILO). “Protected environmental rights” means the rights under the Minamata Convention on Mercury of October 10, 2013; under the Stockholm Convention on Persistent Organic Pollutants of May 23, 2001, as amended by Regulation (EU) No. 2019/1021 of the European Parliament and of the Council of June 20, 2019 on Persistent Organic Pollutants (POPs); and the Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal of March 22, 1989, and Regulation (EC) No. 1013/2006 No. 2020/2174 of the European Parliament and of the Council of June 14, 2006 on shipments of waste, as amended from time to time.

4 In addition, the Supplier undertakes to instruct its legal representatives and employees to comply with the human rights protection obligation and to regularly train its legal representatives and employees with regard to compliance with the duty to protect human rights.

5. The Supplier is obliged to inform us if he becomes aware of any indications of a serious violation of a human rights protection obligation that has already occurred or is imminent in connection with our legal relationship in his own business area or in his supply chain.

6. The Contractor shall immediately take all necessary measures to end an existing violation of a human rights protection obligation or to minimize its extent and to take effective steps to prevent similar violations in the future. If the violation of a human rights protection obligation cannot be ended in the foreseeable future, the Contractor shall, together with us, immediately draw up and implement a concept to end or minimize the violation.

7. Without prejudice to further rights and remedies, we are entitled to terminate our legal relationship for cause and with immediate effect if the Supplier

a) fails to remedy the serious violation of a human rights protection obligation within a reasonable period of time; or, if the violation cannot be ended in the foreseeable future, fails to develop and implement a plan to end or minimize the violation; or fails to take effective measures to prevent future similar violations; or

b) violates anti-corruption and anti-money laundering regulations.

§ 14 Energy efficiency

We expressly instruct our business partners to implement energy efficiency in their business processes. The Supplier must implement the most energy-efficient design of its systems, equipment and processes within the scope of the agreed deliveries. Electrical components must be labeled in accordance with the latest energy efficiency standards. If the Supplier has more energy-efficient alternatives to the products requested by us, we must be informed of these.

§ 15 Foreign transactions

In the case of import and export transactions or such transactions that are subject to official approval, our contracts are subject to the approval of the competent authorities.

§ 16 Place of performance/jurisdiction/applicable law

1. Place of performance is our factory in Kreuzauer Strasse 46, 52355 Düren, Germany.
2. The exclusive place of jurisdiction for all disputes arising from the contractual relationship with the Supplier shall be Düren, Germany. However, we reserve the right to choose the Supplier's registered office as an alternative place of jurisdiction.
3. The contracts concluded between us and the Supplier shall be governed by the law of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

§ 17 Partial invalidity

In the event of the invalidity of individual provisions, the remaining provisions shall remain fully effective. The invalid provision shall be replaced without further ado by a provision that comes as close as legally possible to the economic intent of the invalid provision. The same applies in the event of contractual loopholes.

§ 18 German version takes precedence

These General Terms and Conditions of Purchase shall be interpreted in accordance with German law. If the legal meaning of a translation differs from the German legal meaning, the German meaning shall take precedence.

As at November 2024

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