

General Conditions of Purchase of BIEBER + MARBURG GMBH + CO KG

Version 08/2023

(English Translation)

I. Application

1. These Purchase Conditions (Conditions) and our Code of Conduct (available under https://www.bieber-marburg.de/data/downloads/code_of_conduct.pdf) shall apply to all our present and future orders for merchandise, service and to the performance of such orders towards businesses within the meaning of § 14 Art. 1 BGB (German Civil Code). Seller's conditions diverging from these Conditions will not be acknowledged unless otherwise stipulated within these Conditions or otherwise agreed in the contract with the Seller. In the event we accept the goods not expressly objecting to these Conditions, the Seller may in no case assume our consent with his conditions.
2. Any oral agreements made by our employees shall become binding on us only if and in so far as we confirm them in text form.
3. Any offer issued for us will be free of charge and not binding to us.
4. Any trade terms shall, in cases of doubt, be interpreted according to the INCOTERMS as amended from time to time.

II. Prices

1. The contract price shall be regarded as a fixed price. Unless otherwise agreed this fixed price shall also include all shipping, packing and other costs related to the contract. In case of deliveries where we pay the cost, we shall take over only the most favourable freight costs unless we have specified a special
2. Excess quantities or shortage of quantities, as well as the omission of individual positions, neither entitle to changes in prices nor include a respective purchase commitment.

III. Quality / Environment

The Seller shall set up and maintain a documented quality assurance and environmental management system which is suitable in terms of type and scope and which corresponds to the state of the art. He shall keep records, in particular of his quality inspections, and make them available to the Buyer upon request. The Seller hereby consents to quality/environmental audits for the purpose of assessing the effectiveness of its quality assurance and environmental management system by the Buyer or a person appointed by the Buyer.

IV. Payment

1. Unless otherwise agreed or unless the Seller's conditions provide for more favourable terms, payment shall be made within 30 days without discount. Should the seller's conditions for payment be more favourable, they shall prevail.
2. Payment and discount periods shall begin with the receipt of the invoice but not before the receipt of the merchandise. In case of services, such periods shall begin only after the transaction has been approved by us. If the delivery includes documentation (e.g. test certificates) or similar written material, such periods shall begin only after receipt of such documents as agreed upon in the contract.
3. Payment shall be made by cheque or bank transfer. Payment is on time if the cheque has been sent by post on the due date or the bank transfer has been ordered from the bank on the due date.
4. We will be liable for interest only if and so far as we are in arrears for payments, not at their mere maturity date. The interest rate will then be 5 %points above the Basic Interest Rate. In any case, we are entitled to establish a lower rate than claimed by the Seller.
5. We shall be entitled to all our statutory rights as to the set-off and retention of our claims against the Seller's. In particular, we are entitled to withhold the purchase price if and as long as agreed test certificates according to EN 10204 are not delivered to us.

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V. Delivery, Delivery Times / Late Delivery

1. For each consignment, a delivery note is to be delivered immediately upon delivery at the place of destination, from which the date and number of the order, the marking and number of the packaging, number of items or quantity and a brief description of the delivered items can be seen. For all shipments, the number of items, quantities and weights determined by the client upon receipt shall be used for the calculation. Construction products are to be produced in accordance with the specifications of the European Construction Products Regulation, provided with a declaration of performance and to be marked with the CE markings.
2. All contractual terms and dates of delivery shall be binding to the Seller. The Seller shall immediately inform us in text form in case of imminent delays and submit to us adequate proposals to remedy the consequences of such delays.
3. Unless otherwise agreed in text form, any contractual terms and dates of delivery shall be considered to be met only if and in so far as the goods have been handed over to us at such date and place.
4. If the Seller is in default of delivery, we are, unless otherwise agreed, entitled to charge liquidated damages in the amount of 0.2% of the order value per day, but no more than 5% of the order value, unless the supplier proves that we suffered less damage in individual cases. The assertion of further damages for default on the basis of the statutory provisions remains unaffected. In particular, we shall have the right to claim damages for non-performance if and in so far as the Seller fails to effect delivery after a reasonable grace period set to him has elapsed. Our right to request delivery shall be excluded only if the seller has compensated us for our damages.
5. The Seller may claim relief for his default by reason of lack of any documents to be submitted by us only in such cases where we have, upon the Seller's reminder in text form, failed to deliver such documents
6. In case of premature deliveries, we retain the right to return the goods at the Seller's expense. If, in such a case, the goods are not returned, the same will be placed into stock at the expense and risk of the Seller until the date of delivery contractually agreed upon him.

VI. Retention of Title

1. The Seller's terms covering his retention of title shall be valid subject to the condition that title in the goods shall pass to us on the date of payment for such goods. Consequently, the extended forms of the so-called current account retention (Kontokorrentvorbehalt) shall not apply.
2. The Seller may claim return of the goods on the basis of the retention clause only if he has previously withdrawn from the contract.

VII. Performance of Deliveries, Passing of Risks, Packing

1. The Seller shall bear the risks of accidental loss and accidental deterioration of the goods until it has been handed over to us at its place of delivery. This provision shall also apply in cases of "free delivery" (franco domicile).
2. We will not accept partial deliveries unless we have given our prior express consent to them.
3. Excess or short deliveries will be accepted only in accordance with current trade practise. Unless otherwise agreed in text form, the Seller shall bear the costs of packing. Should we, in a given case, agree to bear such costs, the Seller may charge us with the lowest possible costs only. Any obligations to take back packaging material shall be governed by the German Packaging Act of 5th July 2017 with the proviso that taking back always takes place at our registered office, unless otherwise agreed. In any case, the costs for the return transport and disposal of the packaging shall be borne by the Seller.

VIII. Declarations of Origin and provision of customs tariff numbers

1. The Seller will, upon our demand, provide us with a supplier's declaration regarding the preferential origin of the goods and/or regarding the non-preferential origin of the goods. The Seller will further provide us with the valid customs tariff numbers on the delivery notes for all delivered goods.
2. Where the Seller makes a declaration in regard to the preferential or non-preferential origin of the sold goods, the following terms shall apply:
 - a) The Seller will allow verification through customs authorities and submit all necessary information as well as any required certification.
 - b) The Seller shall compensate us for any damages and losses incurred to us, if and in so far as the competent authorities, due to any deficient certification or impossibility to verify, fail to acknowledge the declared origin, unless he proves that he is not responsible for such consequences.

IX. Warranty Provisions and Statute of Limitations

1. The Seller shall deliver the goods and services free of any material and legal defects. He will certify in particular that his deliveries and his services comply with the state of the art and with any contractual requirements and standards.
2. The Seller shall ensure a comprehensive quality control in regard to the production of the goods as well as an outgoing goods inspection. We shall examine the quality and quantity of the goods upon their receipt to the extent both reasonable and technically feasible for us. In the absence of specific evidence for defects of the goods the requirements of such reasonable and technically feasible inspection are met with the examination of the external quality of the goods visible to the naked eye. The internal quality of the goods shall in no case be subject of such inspection. Any notice of a defect will be deemed to be in time if it reaches the Seller within ten days by letter, telefax, e-mail or by telephone. Periods for such notices shall not start before we – or in case of direct sales ("Streckengeschäfte") our buyers – have detected or should have detected the defect.
3. In the event that the goods show a defect, we may exercise our statutory rights. If the Seller tries to repair the goods, such remedy is considered to have failed after the first unsuccessful attempt. We shall have the right to withdraw from the contract also in such cases where a breach of contract is not considered to be material.
4. Where the goods have already been defective at the time the risk has passed to us, we may claim from the Seller also those expenditures in connection with such defect which we are liable to pay to our customer.
5. A limitation period of 36 months shall apply to our claims for defects. The period shall begin with the timely notification of defects within the meaning of No. 2 above. A limitation period of five years shall apply to things that have been used for a building in accordance with the normal way they are used and have resulted in the defectiveness of the building. The seller's liability for defects shall end no later than ten years after delivery of the goods. This limitation shall not apply if our claims are based on facts which the seller knew or could not have been unaware of and which he did not disclose to us.
6. The Seller hereby assigns to us - on account of performance - the benefit of any claims against his supplier arising from the delivery of deficient goods or of such goods not conforming with the guaranteed characteristics. He will supply us with any documents necessary to enforce such claims.

X. Insurance

The Supplier shall maintain a product liability insurance with an adequate minimum insurance amount of € 10 million for each single occurrence of personal and property damage.

XI. Supplementary conditions for contract work and other services

1. All goods provided by us for processing or other treatment shall remain our property. Treatment and processing of our goods shall be carried out on our behalf as manufacturer within the meaning of § 950 BGB (German Civil Code) without any obligation on our part.
2. The Seller or contractor undertakes to store the goods separately and to mark them as our property. Upon request, he shall provide us with proof of this.
3. The Seller / contractor undertakes to insure the goods handed over to him properly and sufficiently. He shall be liable for damage, confusion or other impairment of our goods in accordance with the statutory provisions.

XII. Place of Performance, Jurisdiction, Applicable Law and Data Protection

1. Unless otherwise agreed to, our registered office shall be the place of performance for the delivery.
2. Our registered office shall be the place of jurisdiction. We may also sue the Seller at his place of jurisdiction as well as at the place of jurisdiction of our branch registered in the commercial register with which the contract was concluded.
3. All legal relationships between ourselves and the Seller shall be governed by the laws of the Federal Republic of Germany supplementing these Purchase Conditions, including the provisions of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG).
4. The data of the seller are stored and processed by us in accordance with the requirements of the DSGVO.

XIII. Applicable Version

In cases of doubt, the German version of these General Conditions of Purchase shall apply.