

RITZENHOFF

GENERAL PURCHASING TERMS AND CONDITIONS

§ 1 GENERAL / SCOPE OF VALIDITY

Our General Terms and Conditions of Purchase are valid for all current and future business relations with companies under the terms of § 14 BGB (German Civil Code), i.e. with natural persons or legal entities or judicable partnerships acting in the course of their commercial or freelance business (hereinafter the »Supplier«). No divergent, opposing or supplementary General Terms and Conditions will be deemed contractually binding, even if we are aware of them or accept a delivery unconditionally, unless their validity has been agreed in writing. All agreements between us and the Supplier must be made in writing, including any waiver of the requirement of written form.

§ 2 QUOTATION / DOCUMENTS

The Supplier is obliged to accept our order within two working days after its transmission. Any late submissions shall be regarded as new offers that require new approval on our part. We reserve all property rights and copyright in connection with illustrations, drawings, calculations and other documents, and also with specimens, samples, tools etc. They constitute trade secrets and must not be made available or accessible to third parties without written consent; furthermore, they may only be used for the purposes of production in accordance with our order and must be returned to us without further request after its completion.

§ 3 PRICES / TERMS AND CONDITIONS OF PAYMENT

The price stated in the order is binding. Unless agreed otherwise in writing, the price includes delivery »carriage paid« and packaging costs. The Supplier is obliged to accept returned packaging. Unless agreed otherwise in writing, we will pay the stated price, excluding statutory VAT, within 30 days of receipt of the goods and the invoice in triplicate, with 3 % cash discount.

§ 4 INVOICES AND PROOF OF PREFERENCE

1. Invoices must be sent to Ritzenhoff AG's postal address and may not be enclosed in the delivery consignment. They must be issued in compliance with all current accounting principles and contain all required data. Each individual invoice must be despatched without delay and the original delivered to Ritzenhoff AG within 5 days.
2. All relevant logistical data for the individual articles (dimensions, weight etc.) must be communicated by the Supplier upon despatch of the invoice at the latest.
3. The Supplier is obliged to provide a proof of preference document on delivery at the latest. A Supplier Declaration in accordance with Implementing Regulation (EU) 2015/2447 must be submitted for goods with preferential origin status. For all other goods, a Certificate of Origin endorsed by the Chamber of Industry and Commerce must be attached to the invoice.
4. Invoices are not considered issued until all formal requirements in accordance with § 4 Nos. (1) to (3) have been fulfilled.

§ 5 DELIVERY TIMES

The delivery time stated or agreed in the order is binding and refers to the date on which the goods arrive at our premises. We must be notified immediately in writing if a delay occurs or is expected. Besides our statutory right to claim for damages in the event of a delivery delay, we are entitled to claim flat-rate compensation for delay amounting to 1 % of the order value for each full week, up to and not exceeding 5 %, or to offset this sum against the purchase price, at our discretion.

§ 6 TRANSFER OF RISK / DESPATCH

Unless otherwise agreed in writing, the goods shall be delivered to the specified destination address at the Supplier's risk and expense. Verifiable despatch notes or delivery notes containing details of the contents and a full description of the order must be attached to each delivery. We are a prohibitory customer for transport insurance.

§ 7 DEFECT NOTIFICATION / WARRANTY

With commercial transactions, we inspect all goods for possible defects within an appropriate timeframe. Respective complaints pertaining to any recognized defects are reported to the supplier as soon as they are detected. The notice of defects is deemed as timely and without delay if sent within two working days as of delivery and as of defect detection. Hidden defects allow for a complaint period of 2 weeks as of defect detection.

The 24-month warranty period begins at the same time as the transfer of risk, without affecting our statutory warranty claim entitlement. The Supplier also undertakes a warranty for the suitability of materials used, faultless workmanship, design and assembly, and shall bear all costs incurred for the purpose of remedying any defects. The statutory limitation period shall begin with the delivery of the goods.

The Supplier must, without being specifically requested to do so, provide assembly and operating instructions if the handling of delivered items is generally unfamiliar; should he fail to comply with this requirement, he shall be liable for any resulting damage.

§ 8 RETENTION OF TITLE / CONFIDENTIALITY

We reserve the right of ownership for any models, samples, tools, drawings etc. we may place at the Supplier's disposal. Any processing or transformation by the Supplier shall take place exclusively for us; if our article is combined with another article that is not our property, we will become part-owners of the new article proportionate to the value of the individual articles at the time they are combined or processed.

The Supplier is obliged to treat all illustrations, drawings, calculations and other documents, and any information that is not in the public domain, in the strictest confidence; duplication or disclosure to third parties is only permitted with our written consent.

§ 9 PRODUCT LIABILITY

Insofar as the Supplier is responsible for damage to a product, he is obliged to indemnify us for any third-party claims for damages at our first request, to the extent that the reasons are within his sphere of control and organization and insofar as he is liable in the external relationship.

§ 10 PROPERTY RIGHTS

The supplier warrants that any goods supplied by him do not violate third party rights. If third-party claims are made against us, the supplier shall be obliged to indemnify us against such claims in writing at our first request. This indemnity obligation also applies to any expenses incurred by us through or in connection with claims asserted by a third party.

§ 11 CERTIFICATION

Ritzenhoff AG has implemented an energy management system in accordance with DIN EN ISO 50001:2011. The efficient use of energy is an essential part of our corporate policy. The acquisition of products, services and equipment that actually or potentially have a significant effect on the use of energy is based partly on their energy-related performance during their entire life-cycle (energy outlay, energy consumption, energy efficiency). The Supplier must also inform his pre-suppliers of the need to fulfil these requirements.

§ 12 FINAL PROVISIONS

The law of the Federal Republic of Germany applies to all agreements and contracts concluded with us. The provisions of the UN Sales Convention do not apply. If the Supplier is a merchant, a legal entity of public law or of special fund under public law, our business headquarters shall be the sole legal venue for all disputes arising from this contract. The same shall apply if the Supplier has no general legal venue in Germany, or if his domicile or place of abode is unknown when legal proceedings are instigated. Should individual provisions of the contract with the Supplier, including these General Purchasing Terms and Conditions, be or become wholly or partly invalid, this will not affect the validity of the remaining provisions.

Effective: September 2021