



## General Terms and Conditions of Purchase

### § 1 General and Scope of Application:

1. Our Terms and Conditions of Purchase apply exclusively; we do not acknowledge any conflicting terms and conditions or any terms or conditions of the Customer that differ to our own, unless we have explicitly agreed to them in written form. Our Terms and Conditions of Purchase will also apply when we are aware of the conflicting or differing conditions of the Customer and without reservation accept delivery from the Supplier.
2. All agreements between us and the Supplier in respect of fulfilling the present contract are to be set down in written form in this contract.
3. Our Terms and Conditions of Purchase will only apply to enterprises as defined in Sections 310, 14 BGB [German Civil Code].
4. Our Terms and Conditions of Purchase will also apply to all future business with the Supplier.
5. By submitting a tender as our potential Supplier, you acknowledge having read, understood and agreed to the requirements set forth in the AK Guideline for Quality and the Environment, undertake to take account of and comply with these requirements without exception and promise to ensure their implementation throughout your supply chain. The latest version of the AK Guideline for Quality and the Environment is available in the internet at [www.ak-teck.de](http://www.ak-teck.de).

### § 2 Offers and the Documents that are Integral Parts thereof:

1. Should the Supplier fail to accept our order within 2 (two) weeks of its receipt, we will be entitled to revoke our order placement.
2. We retain title and copyright to all illustrations, drawings, calculations and other documents; without our explicit written consent these and any other documents handed over with the order placement will not be rendered accessible to third parties or forwarded on to third parties. The afore-mentioned documents are solely intended for the manufacture based on our order; after completion of the order, these documents will be returned to us immediately and without any specific request from us. The documents and information transmitted in connection with the handling of the order will be kept secret in respect of third parties.

### § 3 Prices and Conditions of Payment:

1. The price given in the order is binding. Lacking any written agreement, the price will include "free house" delivery including packaging. The return of the packaging will be subject to a separate, written agreement.
2. We will only be able to handle invoices if these feature the order number or other handling reference corresponding to the specifications of our order. The Supplier will be responsible for any consequences of a failure to comply with this commitment.
3. We will be entitled to offset and retain to the extent stipulated by the law.
4. Unless otherwise agreed in written form, we will pay the purchase price with 3% discount within a period of 14 (fourteen) days following delivery and the receipt of the invoice.

### § 4 Delivery Period and Default in Delivery:

1. The delivery period featured in the order will be binding.
2. The Supplier undertakes to inform us immediately in written form of any circumstances that have occurred or of which he becomes aware that could prevent compliance with the contracted delivery period.
3. Partial and premature deliveries will only be permissible if we have explicitly declared our agreement thereto. This will not provide any grounds for the agreed due date for payment.
4. In the event of default in delivery, we will be entitled to claim in accordance with the law. In particular we will be entitled to call for compensation for non-performance if the appropriate period of grace that was set for remedy has expired fruitlessly.
5. The assignment of claims to which the Supplier is entitled from business relations with us will be ruled out without our prior written consent.

### § 5 Transfer of Risk and Delivery Documents:

1. Unless otherwise agreed in written form, the delivery will be "free house".
2. The Supplier undertakes to specify our order number exactly on all dispatch papers and delivery notes. The Supplier's failure to do so will cause delays in handling, for which we are not responsible.

### § 6 Guarantee:

1. We undertake to check delivery for any defects within an appropriate period of time.
2. The Supplier will continuously check the quality of the items it is to deliver. The technical details and descriptions of the items to be delivered in the documents and instructions of the Supplier will be deemed quality data as defined in Section 434 BGB [German Civil Code].
3. For its delivery the Supplier will provide guarantee and compensation for damages as laid down by the law, without this liability being restricted or ruled out in terms of reason or amount.
4. Unless otherwise agreed or if the law provides for longer periods of time, the Supplier will guarantee the delivery for 3 (three) years as from inspection and acceptance of said delivery. Notwithstanding this and unless the law prescribes longer statutory periods of limitation, the period of limitation for claims to guarantee will by law be 2 (two) years.
5. In urgent cases, particularly in order to avert acute danger or to avoid excessive damages, we will be entitled to eliminate the defects ourselves at the expense of the Supplier.

### § 7 Product Liability, Release by Supplier, General Liability Insurance:

1. Where the Supplier is responsible for product damages, the Supplier undertakes to release us from any third-party claims to compensation to the extent that said damages originate within the Supplier's own domain and organizational area and the Supplier itself is liable in relation to third parties.
2. In this respect the Supplier also undertakes to refund any expense incurred by us pursuant to Sections 683, 670 BGB [German Civil Code] in connection with a product recall campaign. As far as possible and reasonable, we will inform the Supplier of the content and scope of the recall measures to be conducted and will give the Supplier the opportunity to comment.
3. The Supplier undertakes to maintain product liability insurance cover - flat coverage - to the order of € 2.5 million per injury to persons/ damage to property. Should we be entitled to further claims to compensation, these will not be affected hereby.

### § 8 Industrial Property Rights:

1. The Supplier gives its assurance that its delivery violates no third-party rights in the Federal Republic of Germany.
2. Should a third party file action against us, the Supplier undertakes to release us upon our first written request from said claims. We will be entitled to reach agreement with the third party – without the consent of the Supplier – particularly in respect of reaching a settlement.
3. The duty of the Supplier to release us in this respect relates to all expenses that we are compelled to incur from or in connection with the third-party action against us.

### § 9 Retention of Title, Provision, Tools, Secrecy:

1. Where we supply the Supplier with parts, we will retain title thereto. Any reworking or reshaping undertaken by the Supplier will always be undertaken on our behalf. Should our reserved goods be worked together with other items that do not belong to us, we will acquire co-ownership of the new item in the ratio of the value of our item to the other worked items at the time of said processing.
2. If the item we have provided is mixed so as to be inseparable from items that do not belong to us, we will acquire co-ownership of the new item in the ratio of the value of the reserved goods to the other items intermixed therewith at the time of said mixing. Should the mixing process be such that the item of the Supplier is to be considered the main part, it is deemed agreed that the Supplier will transfer proportional co-ownership thereof to us. The Supplier will safe keep the exclusive or co-ownership on our behalf.
3. We retain title to tools. The Supplier undertakes to use the tools exclusively for the manufacture of the goods we order. The Supplier undertakes to insure our tools at reinstatement value at its own expense against fire, water and theft. The Supplier undertakes to have any maintenance and inspection work that might be required carried out in due time at its own expense. Any problems will be notified to us immediately; failure to do so, for which the Supplier is responsible, will result in the claims to compensation for damages being unaffected hereby.
4. If the Supplier manufactures tools in line with the drawings, we will have exclusive title thereto after payment of the price contracted for said manufacture. The Supplier will safe keep the tools on our behalf. In this case we will be able to call for the surrender of the tools at any time, without giving our reasons, without the Supplier being entitled to the retention thereof, unless said rights of retention are based on undisputed claims, explicitly acknowledged by us or established by declaratory judgement. If the agreed price of the tools has not yet been paid, the surrender of the tools may be called for at the same time as performance, unless said rights of retention are founded on undisputed claims that have been explicitly acknowledged by us or established by declaratory judgement. In all other respects, Clause 3 will apply analogously in terms of the use, insurance and maintenance/inspection and in respect of the duties to supply information.
5. The Supplier undertakes to maintain strict secrecy about all illustrations, drawings, calculations and other documents as well as information. Third-party disclosure will be subject to our explicit written consent. The agreement to secrecy will continue to apply even after the present contract has terminated; it will lapse if and to the extent the manufacturing know-how featured in the illustrations, drawings, calculations and other documents becomes general public knowledge.

### § 10 Place of Jurisdiction/ Place of Performance:

1. In the event the Customer is a businessperson, the place of jurisdiction will be our registered seat of business. We are, however, also entitled to bring action against the Customer at the Customer's place of residence.
2. Unless otherwise stipulated in our order placement, the place of performance will be our registered seat of business.
3. The law of the Federal Republic of Germany will apply exclusively, to the exclusion of the United Nations' Convention of Contracts for the International Sale of Goods.

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