

Purchasing Terms and Conditions of SIBA GmbH and SIBA fuses GmbH



1. General

1.1 These terms and conditions form part of the procurement contract. Any conflicting or deviating terms of delivery or any other limitations set by the Supplier are not recognized unless the Purchaser has expressly agreed to them in writing on a case-by-case basis.

1.2 Other agreements, amendments, and ancillary agreements are valid only if the Purchaser agrees to them in writing.

2. Offer

2.1 In its offer, the Supplier must adhere strictly to the inquiry and must expressly point out any deviations.

2.2 The offer must be provided free of charge and shall not be binding upon the Purchaser. Cost estimates are remunerated only upon special agreement.

3. Order

3.1 Orders and order changes must be made in writing. In case of doubt, the content of verbal discussions is binding only if confirmed in writing.

3.2 Every order and order change must be confirmed in writing by the Supplier and treated separately in all correspondence.

4. Delivery Time

4.1 The delivery period begins on the date of the order. As soon as the Supplier becomes aware that it will be unable to fulfill its contractual obligations in whole or in part, or that fulfillment will not be timely, it must immediately notify the Purchaser, stating the reason and the expected duration of the delay. If the Supplier fails to provide this notification, it may not invoke the impediment as a defense against the Purchaser.

4.2 If the Supplier fails to fulfill the order within the agreed delivery period, it shall be liable in accordance with the statutory provisions. Any agreed contractual penalty for delayed delivery remains unaffected hereby within the scope of Section 340(2) of the German Civil Code (BGB). If a contractual penalty has been agreed, it may be asserted until final payment is due without requiring a reservation pursuant to Section 341(3) BGB.

5. Warranty, Notice of Defects, and Liability

5.1 The Supplier warrants that the delivered goods are free from defects that impair their value or suitability, possess the agreed-upon or guaranteed characteristics, are suitable for the use specified in the contract, and comply with generally accepted technical standards, the latest regulations issued by the authorities, the Equipment Safety Act, applicable safety requirements, and occupational health and accident prevention regulations. If the delivered item does not comply with the foregoing, the Purchaser may, at its discretion, demand rectification of the defect, require delivery of a defect-free item, withdraw from the contract in accordance with statutory provisions, reduce the purchase price, and/or claim damages or reimbursement of futile expenses. If the Supplier has provided a warranty for the quality or durability of the delivered item, the Purchaser may also assert claims under that warranty. This does not apply to defects or damage caused to the delivery item.

- (a) by normal wear and tear or
- (b) by improper handling by the Purchaser.

The Purchaser shall notify the Supplier of defects in the delivered item without undue delay as soon as they are discovered in the ordinary course of business. The foregoing applies mutatis mutandis to services such as installation and maintenance.

5.2 The statutory limitation periods apply unless expressly agreed otherwise.

5.3 The Supplier's warranty also covers parts manufactured by subcontractors.

5.4 In the event of a notice of defect, the limitation period is extended by the period between the notice of defect and the rectification of the defect. If the delivered item is completely replaced, the new limitation period applies to the replacement item. In the case of partial replacement, it applies to the replaced parts.

5.5 Parts rejected under warranty shall remain at the Purchaser's disposal until replacement and shall become the property of the Supplier upon replacement.

5.6 In urgent cases, or if the Supplier fails to remedy the defect or such remedy is unsuccessful, the Purchaser may remedy the defect at the Supplier's expense or exercise the other warranty rights under Section 5.1.

5.7 The Supplier's warranty obligation is not affected by the Purchaser's acceptance of the deliveries and services.

5.8 The Supplier shall indemnify the Purchaser against claims arising from producer liability under the Product Liability Act, to the extent that the Supplier or its subcontractor caused the product defect, giving rise to liability.

5.9 In all other respects, the Supplier shall be liable in accordance with the statutory provisions.

6. Inspections

If inspections are required for the delivered goods, the Supplier shall bear the material and its own labor costs of such inspections. The Purchaser shall bear its own labor costs for inspections. If repeated or further inspections are necessary as a result of identified defects, the Supplier shall bear all related material and labor costs. The Supplier shall bear the material costs for providing material certificates for the raw materials.

7. Insurance

The Supplier shall, at its own expense, take out sufficient commercial general liability insurance to cover damages caused by the Supplier, its personnel, or its agents through services rendered, work performed, or goods delivered. The amount of coverage per claim must be demonstrated to the Purchaser upon request.

8. Shipping Regulations

8.1 The Supplier must send a detailed shipping notice for each individual shipment on the day of shipment, separate from the goods and the invoice. For shipments by sea, the name of the shipping company and the vessel must be indicated in the shipping documents and on the invoice. The Supplier must choose the most favorable and suitable transport options for the Purchaser. All shipping notices, delivery notes, packing slips, waybills, invoices, and the outer packaging must fully include the order reference numbers and the unloading location as specified by the Purchaser.

8.2 As a general rule, the Supplier must package, label, and ship hazardous goods in accordance with applicable national and international regulations. In addition to the hazard class, the accompanying documents must also contain the other information specified by the relevant transport regulations.

8.3 The Supplier shall be liable for damages and shall bear the costs arising from non-compliance with these regulations. The Supplier is also responsible for ensuring that its subcontractors comply with these shipping regulations.

8.4 All shipments that cannot be accepted due to non-compliance with these regulations shall be stored at the Supplier's expense and risk. The Purchaser is entitled to inspect the contents and condition of such shipments.

9. Pricing

Should the Supplier reduce its prices or improve its terms and conditions during the period between the order and delivery, the prices and terms and conditions valid on the day of delivery shall apply.

10. Invoice and Payment

10.1 Any additional or reduced services must be listed separately on the invoice.

10.2 Payment terms begin on the specified date, but not earlier than upon receipt of the invoice.

10.3 Payment does not constitute acceptance of terms and prices. The date of payment has no effect on the Supplier's warranty or on the right to give notice of defects.

11. Documents

11.1 All drawings, standards, guidelines, analysis methods, formulations, and other documents provided to the Supplier by the Purchaser for the manufacture of the delivery item, as well as documents prepared by the Supplier in accordance with the Purchaser's specific instructions, remain the property of the Purchaser and may not be used by the Supplier for any other purpose, reproduced, or made available to third parties. Upon request, they must be returned to the Purchaser immediately, together with all copies and reproductions. The Purchaser reserves the industrial property rights to all documents provided to the Supplier. The Supplier shall treat the inquiry, the order, and the work related thereto as trade secrets and handle them accordingly in confidence. The Supplier shall be liable for all damages incurred by the Purchaser as a result of a breach of any of these obligations.

11.2 Documents of any kind required by the Purchaser for the use, installation, assembly, processing, storage, operation, maintenance, inspection, upkeep, and repair of the delivery item must be provided by the Supplier in a timely manner, without being requested, and free of charge.

11.3 The standards and guidelines cited by the Purchaser shall apply in their latest versions. The Purchaser's in-house standards and guidelines must be requested by the Supplier in a timely manner, unless they are already available.

12. Items

Molds, models, tools, films, and similar items produced by the Supplier for the purpose of fulfilling the order become the property of the Purchaser upon payment, even if they remain in the Supplier's possession. Upon request, these items must be handed over to the Purchaser.

13. Installation, Maintenance, Inspections, Repairs, etc.

13.1 If assembly, maintenance, inspections, repairs, or similar services are carried out at the Purchaser's facilities, the Purchaser's site rules for external contractors shall apply.

13.2 The Purchaser does not bear the risk for the property of the Supplier or its personnel brought onto the Purchaser's premises.

14. Patent Infringement

The Supplier shall be liable for ensuring that the delivery and use of the delivery items do not infringe any patents, licenses, or intellectual property rights of third parties. Any license fees shall be borne by the Supplier.

15. Promotional Material

Reference to the existing business relationship with the Purchaser in informational or promotional materials is permitted only with the Purchaser's express written consent.

16. Governing Law, Interpretation of Clauses

16.1 German law shall apply. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) of April 11, 1980 (effective January 1, 1991) is excluded.

16.2 Standard commercial clauses shall be interpreted in accordance with the applicable Incoterms.

17. Origin of Goods

Unless the order confirmation expressly states otherwise, the delivered goods must meet the rules of origin under the EEC's preferential agreements.

18. Place of Performance and Jurisdiction

The place of performance is the receiving location designated by the Purchaser, unless otherwise specified in the order. The place of jurisdiction is Lünen.