Section 1 Scope
(1) Any legal relationships between supplier (hereinafter: “Seller”) and Lindauer DORNIER GmbH (hereinafter: “Purchaser”) are subject to these General Terms and Conditions of Purchase (hereinafter: “Terms and Conditions”). Any modifications and additions to these General Terms and Conditions of Purchase deviating from or contradictory to these Terms and Conditions will not be accepted by Purchaser unless Purchaser, in due time, has expressed its agreement in writing. Any collateral agreements to these Terms and Conditions require Purchaser’s express prior consent. These Terms and Conditions also shall apply if Purchaser, being fully aware of terms and conditions of Seller deviating from or contradictory to these Terms and Conditions, does not notify Seller to the contrary in writing.

Section 2 Placement and Acceptance of Orders
(1) Orders shall only be valid if placed in writing, by telex or e-mail. Verbal orders and orders placed by telephone are only binding if Purchaser confirms them in writing, by telex or e-mail. (2) Any mistakes, incorrect or conflicting terms and conditions of Seller will be or become invalid, will not affect the validity of the other terms and conditions. (3) Seller shall immediately alert Purchaser in writing to any recognisable defects of the goods on delivery. (4) Unless Purchaser determines otherwise, goods sent by mail will be sent to Purchaser’s address in Lindau (Lake Constance). Any instructions by Purchaser as to choice of carrier have to be accepted by Seller unless otherwise agreed upon in writing. (5) Invoices will be submitted in a single copy. (6) The conclusion of such insurance contracts must be evidenced by the presentation of the relevant insurance documents to Purchaser. (7) The remaining provisions or the validity of the contract as a whole remain unaffected if one or several provisions of these Terms and Conditions are or become invalid, this will not affect the applicability of the remaining provisions or the validity of the contract as a whole. (8) Should one or several provisions of these Terms and Conditions be or become invalid, this will not affect the applicability of the remaining provisions or the validity of the contract as a whole.

Section 3 Spare Parts
Seller guarantees that for every purchase order placed spare parts will be available for a period of 15 years from the date of delivery.

Section 4 Transportation and Delivery
(1) Transportation and delivery shall occur at Seller's risk, freight paid. (2) Delivery shall be made to Seller's delivery Purchaser. (3) Seller shall not be entitled to invoice Purchaser for any charges relating to transportation insurance taken out by Seller.

Section 5 Delivery Time and Delay
(1) The binding delivery date stated on the purchase order shall be the date for delivery of the ordered goods at the specified point of delivery (delivery address). (2) Any change to the delivery address or the agreed delivery date and/or any partial delivery shall not be permitted. In this respect, the full risk of performance remains with Seller. (3) Any costs incurred by Purchaser as a result of an early or partial delivery shall be borne by Seller. (4) Seller shall immediately alert Purchaser in writing to any circumstances considered by Seller to be potentially able to cause a delay in delivery, e.g., force of nature, shortage of materials, stoppage and the like. Even in such cases Seller shall still be liable for any delay caused by it. (5) Prior to delivery Purchaser reserves the right on the part of Seller, Purchaser shall be fully entitled to all legal rights and claims, in particular to default interest and damages. (6) In the case of a delay in delivery Purchaser shall be at liberty to use any legal remedy at its disposal. In addition, Purchaser shall also be entitled to cancel the purchase order immediately.

Section 6 Interruption of Operations
(1) For the duration of any interruption of operations caused by force majeure or other unforeseeable circumstances beyond Purchaser’s control, in particular caused in free course of taking delivery of the goods ordered. (2) Without limitation, cases of force majeure are: work stoppages in the sense of strikes, war, fire, floods and similar events which substantially interrupt or completely shut down Purchaser’s operation. (3) If the interruption of operations lasts longer than two (2) months, Purchaser may, at its own discretion, withdraw from the contract without being liable to pay compensation.

Section 7 Prices and Payment Terms
(1) In the absence of any notice to the contrary, prices are understood to be net prices exclusive of VAT and any return or discount. (2) Payment may be made by bank transfer or bank draft. (3) Invoices will be submitted in a single copy. (4) There will be no advance payments. (5) At Purchaser’s discretion, invoices are paid within 14 days from delivery and removal of the goods within 30 days from the date of invoice without any deduction.

Section 8 Examination for Defects
(1) Unless the contracting parties have made other arrangements, e.g., in a quality assurance agreement, Purchaser’s duty to examine the delivered goods for defects shall be governed by statutory regulations. Without limitation, subsections (2) through (4) below shall apply in such agreements. (2) Prior to delivery Seller must, at its own expense, conduct an inspection and acceptance check of the relevant goods paying special attention to the quantity and quality. (3) Unless Seller and Purchaser have agreed otherwise, each shipment shall be checked by Purchaser as to quantity and quality immediately upon receipt. (4) To the extent that this is not possible or would cause Purchaser to incur significant additional expenses, in particular where the material is intended for processing, installation or the like, the time limit for Purchaser to examine the delivered goods and to advise Seller of any defects, contrary to Section 377 German Commercial Code (HBGB), shall not commence to run until after the goods have started to be used or processed. This does not apply to defects which at the time of inspection of the goods are obvious. (5) If there are discrepancies in weight and in quantity, the weight determined on Purchaser’s calibrated scales and the quantity determined by Purchaser’s inspectors shall be authoritative. (6) To the extent that Seller has put in place a quality assurance system in accordance with the requirements of ISO 9001 or a similar certified quality assurance system, Purchaser shall be entitled, after agreement of the parties thereto, to conduct pertinent compliance audits at the latter’s operation.

Section 9 Warranties/Claims Based on Defects
(1) Seller undertakes to observe all rules of technology accepted in Germany and similar rules and regulations applicable in the country which it knows to be the country of destination for the shipment. In the absence of such rules and regulations in the country of destination, Seller undertakes to observe the relevant statutory provisions and regulations applicable in Germany. (2) Seller is responsible for any damages and guidelines issued by the legislator, the supervisory authorities, the trade associations and the German Association of Electrical Engineers (VDE) with respect to implementation, accident prevention and environmental protection. Regulations, laws, standards and guidelines as set out in the version valid at time of delivery. Any known amendments to such regulations shall be taken into account immediately. (3) Seller must, to a reasonable extent, inform itself about the use, the place and the scope of its performance. Purchaser shall be obliged to notify Purchaser of any recognisable defects in the material or in any of reservations regarding the intended implementation of the delivery.

Section 10 Damages
Any claims for damages on the part of Purchaser shall be subject to statutory provisions.

Section 11 Product Liability
Unless the parties to the agreement otherwise agree, Seller shall be liable as follows: (1) To the extent that Seller is responsible for a product defect, Seller shall be obliged to indemnify Purchaser against any third-party claims for damages on first demand. Seller shall compensate Purchaser for any losses incurred by Purchaser in this context. This also applies to recall campaigns and similar costs incurred by Purchaser as a result of a product defect for which Seller is responsible, particularly so if such measures and costs are conducted by pertinent directives issued by the competent authorities. (2) In addition, Seller is obliged to indemnify Purchaser on request to prove that third-party claims for damages on first demand are due from defects by submitting relevant documentary evidence. (3) In order to avoid further damages Seller shall be obliged to take out commercial liability insurance and product liability insurance, including extended product liability, with adequate minimum coverage for damage to property, personal injury and economic loss. (4) The continuation of such insurance contracts must be evidenced upon demand by presenting certificates of insurance. On expiration of the cover note presented to Purchaser, Seller shall of its own accord furnish Purchaser with the new valid insurance certificate.

Section 12 Ownership and Reservation of Ownership
(1) Any substances or components manufactured by Purchaser shall remain the property of Purchaser, they can be used in accordance with the intended purpose. The processing of substances and the assembly of components shall occur on behalf of Purchaser. In the case of processing and mingling of the substances and components, Purchaser shall acquire co-ownership of the products manufactured by using its substances and components based on the value of the materials provided in proportion to the value of the end product at the time of processing or mingling.

Section 13 Assignment, Setoff and Rights of Retention
(1) Seller cannot assign any accounts receivable from sales or services to third parties without obtaining Purchaser’s prior written consent. Section 354a German Commercial Code (HBGB) remains unaffected. (2) Seller shall have no right of retention or setoff towards Purchaser unless Seller’s counterclaims are uncontested or have been determined by a final judgment. (3) Subsection (2) analogously applies to any rights of retention and rights of setoff towards Purchaser.

Section 14 Documents
Any drawings, designs, data carriers and other documents provided to Purchaser are the property of Purchaser and are intended for its own use only. They shall not be or become available for a third party. (1) Without limitation, cases of force majeure are: work stoppages in the sense of strikes, war, floods and similar events which substantially interrupt or completely shut down Purchaser’s operation. (2) Upon fulfilment of the contract they must be returned to Purchaser without delay. (3) Purchaser reserves all intellectual property rights in all of the documents handed over to Seller.

Section 15 Industrial Property Rights
It is Seller’s liability that the delivery of goods and the provision of services as well as the contractual agreement therewith are not in breach of any industrial property rights and other third party rights.

Section 16 Advertising
The transfer or a mere reproduction of written consent of Purchaser shall be required for making reference in information and promotional materials to the business relationship existing with Purchaser, and for publicly exhibiting components delivered to Purchaser by making reference to said business relationship.

Section 17 Place of Performance, Place of Jurisdiction, and Place of Agreement
(1) The place of performance for deliveries is the delivery point specified by Purchaser in its purchase orders. The place of performance for payments is Lindau (Lake Constance). (2) To the extent legally permitted, the place of jurisdiction for all disputes arising in connection with deliveries or the validity of the delivery contract shall be Purchaser’s registered seat Lindau (Lake Constance). Purchaser remains entitled to file a lawsuit at Seller’s registered seat. (3) All legal relationships between the contracting parties are governed by the laws of the Federal Republic of Germany as well as all statutory regulations. In this context. This also applies to recall campaigns and similar costs incurred by Purchaser as a result of a product defect for which Seller is responsible, particularly so if such measures and costs are conducted by pertinent directives issued by the competent authorities. (4) To the extent legally permitted, the place of performance for deliveries is the delivery point specified by Purchaser in its purchase orders. The place of performance for payments is Lindau (Lake Constance). Purchaser remains entitled to file a lawsuit at Seller’s registered seat.

Section 18 Notices
Any written or oral notification of Purchaser shall be sent to Seller to the address stated on Purchaser’s invoice and confirm the address, packaging included. (1) Notices by Purchaser shall be considered as received if they are dispatched by Seller to the address stated on Purchaser’s invoice and confirm the address, packaging included. (2) Notices by Purchaser shall be considered as received if they are dispatched by Seller to the address stated on Purchaser’s invoice and confirm the address, packaging included.