

General Terms and Conditions of Purchase

§ 1 General provisions

(1.1) These General Terms and Conditions of Purchase (hereinafter referred to as "Purchasing T&Cs") apply to all present and future business relationships between S&K Solutions GmbH (hereinafter referred to as "S&K Solutions") and the Supplier of goods and services (hereinafter referred to as "Supplier"). They do not apply to natural persons who enter into a legal transaction solely for a purpose that cannot be attributed to their commercial or independent professional activities.

(1.2) By accepting and executing an order and/or a purchase order, the Supplier recognises these Purchasing T&Cs in the version valid at the time of the order. The Purchasing T&Cs can be accessed at any time on the S&K Solutions website, www.sk-solutions.de. Conflicting and/or deviating general terms and conditions of the Supplier shall not be recognised and shall not become part of the contract unless their validity is agreed in writing upon conclusion of the contract; in this case, as well as in the event of a separate agreement on special conditions for specific orders, the Purchasing T&Cs shall apply subordinately and in addition.

(1.3) These Terms and Conditions of Purchase shall also apply to all future transactions between the parties and additionally if we accept the goods without reservation in the knowledge of deviating or conflicting terms and conditions.

(1.4) The General Terms and Conditions of Purchase shall apply to all future transactions and contracts with the Supplier, even if S&K Solutions does not expressly refer the Supplier to them in the future.

(1.5) All correspondence relating to the contract must be conducted with S&K Solutions, quoting the order number.

§ 2 Conclusion of contract

The seller is obliged to accept orders within a reasonable period of time, but at the latest within a period of one week.

§ 3 Scope of services

(3.1) The content of the service shall result from the respective individual order. Documents, reports, ideas, drafts, models, samples and all other results arising during the provision of the service are part of the contractual service.

(3.2) The Supplier shall provide the services with the utmost care, taking into account the latest state of science and technology, the safety regulations of the authorities and professional associations, as well as its own existing knowledge and experience gained during the contract work. He guarantees compliance with the statutory regulations, the agreed technical specifications and other requirements.

(3.3) Unless otherwise expressly agreed in advance, partial deliveries are not permitted. In this respect, S&K Solutions is entitled to cancel the remaining quantity.

(3.4) The performance of the ordered deliveries and services by third parties requires the prior written consent of S&K Solutions.

(3.5) The Supplier shall prepare drawings, data and other documentation in accordance with S&K Solutions' requirements, regulations and guidelines and shall hand them over to S&K Solutions upon request. In the event of ambiguities, the Supplier is obliged to obtain all necessary information before commencing work.

(3.6) At S&K Solutions' request, the Supplier shall provide information on the composition of the delivery item, insofar as this is necessary for the fulfilment of official requirements in Germany and abroad.

(3.7) S&K Solutions is entitled, as long as the Supplier has not yet completely fulfilled his obligations, to demand changes to the order with regard to design, execution, quantity and delivery time within the scope of reasonableness. The effects (e.g. additional or reduced costs, delivery dates, etc.) must be mutually agreed. S&K Solutions may also demand changes to the delivery item after conclusion of the contract, insofar as this is objectively reasonable for the Supplier. In the event of such a contract amendment, the effects on both parties, in particular with regard to additional or reduced costs and delivery dates, must be mutually agreed.

(3.8) The Supplier is obliged to notify S&K Solutions immediately in writing of any concerns about the manner in which S&K Solutions wishes the service/delivery to be performed and to propose any changes it considers necessary in order to fulfil the agreed specifications or legal requirements.

(3.9) The Supplier is obliged to supply spare parts for the period of normal technical use, but at least 10 years after the last delivery on reasonable terms. The Supplier is obliged to replace tools that are necessary for the flawless production of the products, such as punching tools, at its own expense.

(3.10) If the Supplier intends to discontinue the delivery of the spare parts after the expiry of the periods specified in Clause 3.9 or during this period the delivery of the delivery item, S&K Solutions must be informed of this and given the opportunity to place a final order before the discontinuation.

§ 4 Prices, place of fulfilment, terms of payment

(4.1) The prices stated in the order are fixed prices. The price includes in particular costs for freight "free domicile", insurance, customs duties, packaging and material testing procedures. Any deviating information shall only apply to the order document. Claims based on additional deliveries and/or services can only be asserted after prior written agreement and commissioning of the additional deliveries and/or services between the contracting parties. Otherwise, additional claims over and above the total fixed price are excluded.

(4.2) Unless another place of fulfilment has been agreed in writing in the contract, deliveries must be made to the S&K Solutions warehouse (obligation to be performed at the place of delivery) and must be insured by the Supplier at his own expense against transport damage, incorrect loading or unloading and theft. The Supplier is obliged to provide the necessary loading and unloading equipment upon delivery.

(4.3) Goods must be packed in such a way that damage during transport and loading is avoided. Packaging materials shall only be used to the extent necessary to fulfil the purpose. The Supplier's take-back obligations, including with regard to transport and product packaging, shall be governed by the statutory provisions. The Supplier assures that all packaging is legally licensed and registered with an appropriate system provider and that the charges for this are paid in full and properly.

(4.4) Remuneration for performances, presentations, negotiations and/or for the preparation of offers and projects shall not be owed unless this has been agreed in writing in advance.

(4.5) S&K Solutions can only process due invoices if they comply with the statutory requirements, in particular the German Value Added Tax Act (UStG), and contain the order number stated in the order as well as the details and/or documents agreed with the order; the Supplier is responsible for all consequences arising from non-compliance with this obligation. Furthermore, invoices must be sent in digital form to invoice@sk-solutions.com. In the absence of the aforementioned details and/or documents, the Supplier shall not be authorised to assert the claim in question against S&K Solutions.

(4.6) Unless otherwise agreed in writing, payment of the purchase price shall be due 30 days after delivery and transfer of ownership of the goods, receipt of a verifiable invoice and receipt of all contractually required documents. Payment shall be made non-cash to the Supplier's business account. For this purpose, the Supplier must provide appropriate bank details. This shall also apply to changes to the bank details. In the case of agreed instalments, payment shall not be due until the last delivery. This shall not apply to framework agreements or in cases of cancellation of a partial performance in accordance with clause (3.3) of these Purchasing GTC.

(4.7) Insofar as the Supplier has to provide material samples, test reports, quality documents or other contractually agreed documents, the completeness of the delivery and service also presupposes the receipt of these documents by S&K Solutions.

(4.8) S&K Solutions is entitled to set-off and retention rights to the extent permitted by law. The Supplier's rights of set-off and retention shall only apply if they are undisputed or have been recognised by declaratory judgement. S&K Solutions is entitled to reduce invoice amounts by the value of returned goods as well as any expenses and claims for damages.

§ 5 Delivery date

(5.1) The delivery date stated in the order, which must be carefully checked by the Supplier in advance, is binding. The delivery date shall be the date of receipt of the goods at S&K Solutions' warehouse. If the delivery is made before the agreed delivery date, S&K Solutions reserves the right not to accept the delivery and to return it at the Supplier's expense and risk.

(5.2) The Supplier is obliged to inform us immediately of any imminent or actual non-compliance with a delivery date, its causes and the expected duration of the delay. The occurrence of a delay in delivery shall remain unaffected by this.

(5.3) In the event of a culpable delay in delivery by the Supplier, S&K Solutions is entitled to demand a contractual penalty in the amount of 0.2% of the delivery value according to the final invoice for each day of delay or part thereof, but not more than a total of 10% of the delivery value according to the final invoice. We reserve the right to assert further statutory claims. The acceptance of a delayed delivery or service does not constitute a waiver of claims for compensation.

§ 6 Exemption from the obligation to perform, cancellation of the contract

(6.1) Force majeure shall release the contractual partners from their performance obligations for the duration of the disruption and to the extent of its effect. The contractual partners are obliged to provide the necessary information without delay within the scope of what is reasonable and to adapt their obligations to the changed circumstances in good faith.

(6.2) S&K Solutions shall be released from the obligation to accept the ordered delivery in whole or in part and shall be entitled to withdraw from the contract if the delivery has become unusable for S&K Solutions due to the delay caused by force majeure.

(6.3) S&K Solutions is entitled to withdraw from the contract if the Supplier applies for the opening of insolvency proceedings, if insolvency proceedings are opened or if the opening is rejected for lack of assets.

(6.4) S&K Solutions shall also be entitled to withdraw from the contract if individual enforcement measures are taken against the Supplier.

(6.5) S&K Solutions may also withdraw from the contract if the Supplier promises, offers or grants advantages of any kind to a S&K Solutions employee or agent involved in the preparation, conclusion or performance of the contract or to a third party in the Supplier's interest.

(6.6) The statutory cancellation regulations remain otherwise unaffected.

§ 7 Transfer of risk, documents

(7.1) The transfer of risk takes place upon acceptance of the delivery by S&K Solutions at its warehouse.

(7.2) The Supplier is obliged to indicate the S&K Solutions order number on all shipping documents and delivery notes; if he fails to do so, S&K Solutions shall not be liable for delays in processing.

(7.3) Documents, reports, ideas, drafts, models, samples, etc. provided to the Supplier by S&K Solutions remain the property of S&K Solutions. The Supplier must return these without request immediately after fulfilment of its performance. These documents may only be used by the Supplier to fulfil the performance obligation towards S&K Solutions.

§ 8 Warranty claims, guarantees

(8.1) Warranty claims of S&K Solutions against the Supplier for material defects and defects of title shall be determined in accordance with the statutory provisions. The warranty period is 24 months from the transfer of risk.

(8.2) The Supplier guarantees that the goods and deliveries comply with the applicable statutory provisions, in particular the provisions of the applicable Packaging Ordinance, the RoHS Directive, the Act on the Placing on the Market, Return and Environmentally Sound Disposal of Electrical and Electronic Equipment (Electrical and Electronic Equipment Act - ElektroG), the Battery Ordinance and the EU Chemicals Regulation REACH are complied with and implemented. Furthermore, the Supplier guarantees that any copyright levies incurred have been paid to the relevant collecting societies. Reference must be made to the copyright levies included in the Supplier's invoices in accordance with § 54 d UrhG.

§ 9 Liability

(9.1) The Supplier shall be liable within the scope of the statutory provisions.

(9.2) If the Supplier is responsible for product damage, he is obliged to indemnify S&K Solutions against claims for damages by third parties upon first request to the extent that the cause lies within his sphere of control and organisation and he himself is liable in relation to third parties. The obligation to indemnify also relates to all expenses necessarily incurred by S&K Solutions from or in connection with claims asserted by a third party, including the costs of legal representation. The Supplier must insure himself against these risks to a sufficient extent as is customary in the trade.

(9.3) S&K Solutions shall be liable in accordance with the statutory provisions for damages due to injury to life, body or health, in the event of intent or gross negligence on the part of S&K Solutions, a legal representative or vicarious agent as well as for damages that fall under a guarantee or assurance provided by S&K Solutions. In the event of slight negligence, S&K Solutions shall only be liable for compensation for foreseeable damage typical of this type of contract and only if S&K Solutions, a legal representative or vicarious agent has breached an obligation whose proper fulfilment is essential for the performance of this contract and on whose fulfilment the contractual partner could rely (cardinal obligation). Otherwise, liability is excluded to the extent permitted by law.

§ 10 Ownership, provision, mixing

(10.1) If S&K Solutions supplies and/or provides substances and materials, these shall remain the property of S&K Solutions. Any processing or transformation by the Supplier shall be carried out for S&K Solutions. If the substances and materials are processed with other items not belonging to S&K Solutions, S&K Solutions shall acquire co-ownership of the new item in the ratio of the value of its items to the other processed items at the time of processing.

(10.2) If the item (substances/materials) provided by S&K Solutions is inseparably mixed with other items not belonging to S&K Solutions, S&K Solutions shall acquire co-ownership of the new item in the ratio of the value of the item subject to retention of title to the other mixed items at the time of mixing. If the mixing takes place in such a way that the Supplier's item is to be regarded as the main item, it is agreed that the Supplier shall transfer ownership to S&K Solutions on a pro rata basis; the Supplier shall keep the sole or co-ownership for S&K Solutions free of charge.

§ 11 Property rights and confidentiality

(11.1) The Supplier is obliged to maintain confidentiality regarding all documents and information received from S&K Solutions. They may only be disclosed to third parties with the express consent of S&K Solutions. The confidentiality obligation also extends to personal data. The confidentiality obligation shall also apply after the fulfilment or failure of this contract; it shall expire if and insofar as the information contained in the documents provided has become generally known. Third parties used by the Supplier to fulfil the obligations resulting from this contract shall be bound accordingly. In the event of a breach of these obligations, S&K Solutions may demand immediate surrender and claim damages.

(11.2) The conclusion of the contract with S&K Solutions and the respective end customer must be treated confidentially. The conclusion of the contract with S&K Solutions may only be referred to in the Supplier's advertising materials after S&K Solutions has given its written consent. The display of product samples is generally prohibited. S&K Solutions and the Supplier undertake to treat all non-public commercial or technical details which become known to them through the business relationship as business secrets. Third parties used by the Supplier to fulfil the obligations resulting from this contract shall be bound accordingly.

(11.3) The Seller warrants that the goods are delivered free of third-party rights and that no third-party rights are infringed by the delivery. In this respect, the Seller shall indemnify us against any third-party claims upon first request. Claims arising from defects of title shall become time-barred in accordance with § 7.

§ 12 Final provisions

(12.1) The law of the Federal Republic of Germany shall apply. The provisions of the UN Convention on Contracts for the International Sale of Goods and legal norms that refer to another legal system shall not apply. If copies of these General Terms and Conditions of Purchase have been made in languages other than German, only the German version shall be binding for S&K Solutions and the Supplier.

(12.2) Collateral agreements, amendments or supplements must be made in writing to be effective, as must the cancellation of the written form requirement. The written form requirement within the meaning of these General Terms and Conditions of Purchase is also met by e-mail and fax.

(12.3) The place of fulfilment is Passau. The place of jurisdiction for disputes arising from or in connection with the contractual relationship between S&K Solutions and the Supplier is Passau, provided that the contractual partner is a merchant, a legal entity under public law or a special fund under public law.

(12.4) In all other respects, the General Terms and Conditions of S&K Solutions GmbH (GTC), which can be accessed at any time on the S&K Solutions website, www.sk-solutions.de, shall apply in addition.

(12.5) Should any provision of these General Terms and Conditions of Purchase be or become invalid, this shall not affect the validity of the remaining provisions.