1. Scope of Application
1.1 The Terms and Conditions of Purchase of Pierburg China Ltd. (hereinafter referred to as the ‘Buyer’) shall apply exclusively for the purchase of goods. These Terms and Conditions of Purchase shall apply unless the Buyer has expressly agreed to their validity in writing in individual cases.

2. Offers – Contractual Documents
2.1 Offers are not binding, i.e., an offer may be revoked or amended at any time before acceptance by the Seller unilaterally. The contract shall not be concluded by acceptance unless the Buyer acknowledges the contract within 10 working days following receipt of the contract. The Terms and Conditions of Purchase of the Buyer shall only apply in B2B-relations.

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4. Prices – Conditions of Payment
4.1 Where no deviating written agreement exists, the price shall include delivery “DAF Buyer’s plant” (Incoterms 2010), packaging included.

5. Delivery
5.1 The delivery date specified in the order shall be binding. Receipt of the goods at the designated place shall be decisive for punctual delivery.

6. Partial Deliveries
6.1 Where partial deliveries are made or the Buyer is informed in advance that partial deliveries are intended, the Buyer shall have the right to cancel the contract in whole or in part.

7. Invoices
7.1 Invoices shall be forwarded separately from the delivery. In single copies.

8. Quality – Spare Part Supply
8.1 The goods must have the characteristics or features specified by the Buyer as agreed upon. Concerns on the part of the Buyer regarding the characteristics or features specified by the Buyer must be made known to the Buyer immediately in writing.

9. Acceptance
9.1 The Seller shall have the right to decide whether to have a defect remedied or new goods supplied. The place of cure shall be the place of performance.

9.2. The Buyer shall have the right to withdrawing from the contract, reduce remuneration, or demand compensation instead of the performance where the Seller has not successfully provided cure within a reasonable period set. The Buyer also be entitled to reduce remuneration, request compensation instead of performance, or withdraw from the contract in the case of hidden defects.

9.3 The Seller shall bear the costs for cure, which include goods incurred by the Buyer as a result of having to remove the defective goods and install the newly supplied or remedied goods. In case of cure, the Seller shall also be responsible for removing foreign matter from the defective goods and to the extent necessary to prevent such defects from recurring.

9.4 Claims by the Buyer based on warranty shall expire within five years from handing over of the goods.

9.5 The Buyer shall have the right to withdraw from the contract in case of obvious defects and where Seller’s statutory claims against the Buyer have been rejected.

9.6 The Buyer shall be obliged to check the supplied goods for damages pertaining to identity and quantity as well as for obvious exterter transport damage; additional inspection obligations for incoming goods shall not apply. A complaint declared by the Buyer must be submitted in writing without prompting.

10. Withdrawal from the Contract – Damages
10.1 Where the Buyer does not fulfill the obligations assumed or does not fulfill these according to the contract, the Buyer may withdraw from the contract after unseasious expiry of a reasonable period for provision of performance and demand damages instead of the performance.

10.2 The Buyer shall have the right to withdraw from the contract where the Seller is in breach of its obligations towards the Buyer, (§286 (1) BGB).

10.3 The Buyer shall also have the right to withdraw from the contract where the Seller suspends its payments or applies for the initiation of insolvency proceedings.

11. Prohibition of Assignment – Subcontractors
11.1 Rights and obligations of the Seller arising from the contract may not be assigned or transferred without the consent of the Buyer.

11.2 Commissioning of a subcontractor shall require the prior written consent of the Buyer.

12. Infringement of Industrial Property Rights
12.1 The Seller shall guarantee to comply with the relevant applicable statutory requirements of the production country of the goods.

12.2 The Seller shall be responsible for all claims which might arise against the Buyer in case of the infringement of patents or the violation of industrial property rights.

13. Confidentiality
13.1 The Seller shall undertake to comply with the requirements of the EU regulation concerning the registration, evaluation, authorization, and restriction of chemicals (Regulation (EC) No. 1907/2006; “REACH” Guideline), the EU directive on end-of-life vehicles (Directive 2000/53/EC; “WEEE Directive”), the EU directive on end-of-life vehicles (Directive 2000/53/EC), and the Chemicals Ordinance. Goods that do not fully comply with these requirements shall not be supplied to the Buyer.

14. Manufacturing Materials Provided
14.1 The manufacturing materials provided by the Buyer shall remain the property of the Buyer.

14.2 The Seller shall be entitled to store the manufacturing materials provided separately and to mark such materials as the property of the Buyer in the same manner as the original materials. The Buyer shall pay the costs for the use of the manufacturing materials provided by the Buyer.

14.3 The Seller shall be obliged to make reasonable efforts to ensure that any claims of third parties do not affect the manufacturing materials provided by the Buyer.

14.4 The Seller shall make reasonable efforts to take back the manufacturing materials provided by the Buyer in case of hidden defects, from the discovery of these defects. A complaint declared by the Buyer shall in all cases refer to the entire delivery insofar as it is not apparent that only individual components are affected.

15. Prohibition of Assignment
15.1 The Seller shall not be entitled to assign any of its claims to third parties without the prior written consent of the Buyer.

15.2 The Buyer shall have the right to make copies of all processing, integration, mixing, or combination.

15.3 The Buyer shall guarantee to comply with all environmental regulations of the countries in which the goods are to be used, as well as the laws and regulations of the Buyer’s home country. If the Buyer is not based in the US, the Buyer shall be aware of the applicable law, regarding the environmental regulations.

16. Confidentiality
16.1 The Seller shall undertake to treat as a trade secret all commercial or technical details not commonly known that it becomes aware of as a result of the business relationship.

16.2 The Seller shall not disclose any details or data (including but not limited to all illustrations, drawings, calculations, samples, models, and similar documents and items, as well as data media. These items must be treated as confidential with respect to third parties) to third persons, which the Seller received exclusively for the Buyer after the fact or integration in good faith, is to be returned to the Buyer without prompting and at no charge.

16.3 Subcontractors shall be bound to the same confidentiality obligations.

16.4 The Seller shall only refer to the business relationship for publicly useful with the prior written consent of the Buyer.

16.5 The use of the manufacturing materials provided by the Buyer shall be maintained, except where the Buyer requests the return of the manufacturing materials or where the Buyer has assigned these manufacturing materials to third parties or where the Seller is permitted to use the manufacturing materials in other ways.

16.6 Disposal agreements between the parties deviating from or supplementing these Terms and Conditions of Purchase shall take precedence.

16.7 Should one or several of the above provisions be ineffective in whole or in part, the validity of the remaining provisions shall not be affected.

16.8 The parties to this contract shall be entitled to file suit against the Buyer in the place of jurisdiction.