1. Scope of Application

1.1. The General Terms and Conditions of Purchase of Pierburg Huapu Technology Co., Ltd. (hereinafter referred to as the "Buyer") shall apply exclusively. Opposing terms of the Seller or terms that deviate from these Terms and Conditions of Purchase or from the special terms and conditions of the Buyer shall not be effective, unless specifically agreed in writing by the Buyer.

1.2. These Terms and Conditions of Purchase shall also apply if the Buyer effects payment for or accepts delivery from the Seller without reservation in full knowledge of opposing terms of the Seller or terms that deviate from its own Terms and Conditions of Purchase, and shall take effect immediately on receipt of the order. The Seller shall grant the Buyer unlimited, irrevocable, and non-exclusive usage rights to all illustrations, drawings, calculations, models, equipment, samples, and other documents of the Seller. The documents and objects listed in Item 2.2.1 may not be made available to third parties unless the Buyer has given prior written consent for their forwarding. The documents and objects shall be used exclusively for processing of the order and the contract and shall be returned to the Buyer or irrecoverably destroyed after such processing without prompting.

3. Buyer’s Orders

3.1. The Buyer shall have the right to purchase goods from the Seller only if the Buyer has received an offer from the Seller.

3.2. The Seller shall have the right to refuse an offer by the Buyer without giving reasons.

3.3. A delay in acceptance presupposes that the Seller has issued a written request to the Buyer for acceptance of the goods.

4. Prices – Conditions of Payment

4.1. Where no deviating written agreement exists, the price shall include delivery "DAP Buyer’s plant" (Incoterms 2010, paragraph 8.7.9), taxes included.

4.2. No tax shall be included in the prices.

5. Deliveries – Delay

5.1. The delivery dates specified in the order shall be binding. Receipt of the goods at the designated place shall be deemed to be delivery.

5.2. The Seller shall be obliged to inform the Buyer immediately in writing where circumstances arise or come to its attention which indicate that completion with the agreed delivery time may not be possible. Where the Seller fails this notification within the agreed time limit in which it is not responsible. Silence to this notification shall be deemed to imply acceptance of a new delivery date indicated by the Seller.

5.3. Where the delay in acceptance at the Buyer’s place of delivery exceeds the agreed contractual delay by a pro rata amount of 0.5% of the contract amount for the outstanding delivery portion for each succeeding week as liquidated damages for delayed performance, but no more than a total of 5% of the contract amount.

5.4. The Seller shall have the right to provide proof that no damages or significantly lower damages were incurred than the liquidated damages specified by the Buyer in this provision; in particular, the Buyer shall remain entitled to demand further compensation for damages and to withdraw from the contract.

5.5. For reasons of force majeure and unforeseeable circumstances, the Seller shall be entitled to delay performance insofar as the delay cannot be attributed to the Seller. Where the Buyer is unable to accept delivery in a timely manner despite reasonable care (e.g. labor disputes, operational disputes, unforeseen and unavoidable manufacturing conversions, and other circumstances that result in a reduction in demand), the Buyer may request delivery for a later point in time without claims by the Seller against the Buyer arising from this.

5.6. A delay in acceptance presupposes that the Seller has issued a written request to the Buyer for acceptance of the goods. Where the Buyer is prevented from accepting delivery as a result of force majeure or circumstances that it is unable to prevent or influence, the Buyer shall immediately inform the Seller of its reason for delay. Silence to this notification shall be deemed to imply acceptance of a new delivery date indicated by the Seller.

5.7. Invoices shall be forwarded separately from the delivery, in single copy.

6. Invoices

6.1. Invoices shall be forwarded separately from the delivery, in single copy.

6.2. The Buyer shall be obliged to pay the Seller for the goods and all delivery documentation with a 3% discount within 14 days after receipt of the invoice, goods, and all delivery documentation. The Buyer may under no circumstances refer to the delivery dates specified in the order or fulfillment of the contract and shall be returned to the Buyer or irrecoverably destroyed after such processing 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 and demand instead of a reasonable period of time for fulfillment of the obligations and damages instead of the performance.

10.2. The Buyer shall have the right to request handover of the manufacturing equipment at any time.

10.3. The Buyer shall have no right of withdrawal from the contract where the Buyer is in breach of its obligations pursuant to Items 2.2 and 2.3.

10.4. The Buyer shall also have the right to withdraw from the contract where the Seller suspends its payments or applies for the restructuring procedure.

10.5. The Buyer shall have no right to extraordinary termination on important grounds – also of continuous obligations – shall remain unaffected.

10.6. Where all the conditions therein stated are fulfilled, the Buyer may at any time withdraw from the contract without prompting and at no charge.

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. Where the Buyer is responsible for the infringement of industrial property rights, the Seller shall be entitled to demand the withdrawal of the goods delivered to it or not to be released to any national or international industrial or other property rights. The Seller shall indemnify the Buyer internally against all claims for compensation and other claims ascertained against the Seller in this regard due to breach of this obligation upon first request.

13. Confidentiality Agreement

13.1. The Seller agrees to comply fully with the relevant applicable statutory requirements of the production country and the countries in which the Buyer has its registered office and the Buyer’s plant is located in terms of manufacture of the goods if and to the extent that it is responsible for the product defect, and shall indemnify the Buyer in this regard upon first request.

14. Manufacturing Provided Materials

14.1. The manufacturing materials provided by the Buyer shall remain the property of the Buyer.

14.2. The Buyer shall be entitled to store the manufacturing materials provided by the Seller on his own risk and shall be responsible for ensuring that such manufacturing materials are stored in a manner and in an environment as to ensure that such materials are stored in the Buyer’s premises or the Buyer’s plant in a condition that is identical to that in which the Buyer received the manufacturing materials.

14.3. Goods that do not fully comply with these requirements shall not be supplied to the Buyer.

15. Place of Jurisdiction

15.1. The parties and the Buyer shall determine the place of jurisdiction. The place of jurisdiction shall be the Buyer’s place of residence, the Buyer’s registered office, and the Buyer’s plant is located.

15.2. Unless otherwise notified by the Buyer in the written notice, the Buyer is entitled to supplement these Terms and Conditions of Purchase by referring to an agreement between the parties deviating from or supplementing these Terms and Conditions of Purchase.

16. Miscellaneous

16.1. The place of performance for deliveries shall be the place indicated by the Buyer. Where this has not been specified, deliveries shall be delivered to the Buyer’s plant.

16.2. The Buyer may at any time be entitled to demand that the Seller at the Buyer’s general place of jurisdiction.


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

16.5. Where all of the above provisions are ineffective in whole or in part, the validity of the remaining provisions shall remain unaffected by this. The invalid provision shall in that case be replaced by a legally valid provision that most closely approximates the meaning and purpose of these Terms and Conditions of Purchase.