1. Scope of Application

1.1 The Terms and Conditions of Purchase of Pierburg s.r.o. (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 shall not apply unless the Buyer has expressly consented to them in writing. The Buyer’s consent to the performance of individual contracts shall not be deemed to confirm a deviation from these Terms and Conditions of Purchase.

2. Offers – Contractual Documents

2.1 Offers by the Seller shall be made in writing. Cost estimates shall not be subject to a charge.

2.2 The Buyer shall reserve property rights and copyright to all illustrations, drawings, calculations, models, equipment, samples, and other documents provided to the Buyer by the Seller for purposes of creating the offer or fulfillment of the order. The Buyer may reproduce these documents only for non-exclusive usage – to all rightful beneficiaries of the Buyer, including drawings, calculations, drawings, calculations, models, equipment, samples, and other documents of the Seller.

2.3 The documents and models on file in Item 2.2 Clause 2 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 or fulfillment of the contract and shall be returned to the Buyer or irretrievably destroyed after such processing without being made available to third parties.

3. Buyer’s Orders

3.1 All communications regarding contractual obligations that lawfully qualify as an offer by the Buyer is not confirmed in writing by the Seller within ten days following the receipt of the order, the Buyer shall be entitled to withdraw the order within additional 14 days. This withdrawal shall not provide the Seller with grounds for any claims.

3.2 The Buyer shall notify the Seller from the order, the Buyer shall be expressly informed in this regard. In such cases, a contract shall only come into effect once the Buyer has approved the deviations in writing. Silence on the part of the Buyer in respect of a confirmation that deviates from the order shall be deemed to be a rejection.

3.3 If the documents and materials provided to the Seller by the Buyer contain incorrect information, the Buyer may at any time reject the contract. The Buyer shall be entitled to rescind the contract if the Seller culpably neglects to provide such documents in writing.

4. Payment – Delivery

4.1 Where no deviating written agreement exists, the price shall include delivery “DAP Buyer’s plant” (Incoterms 2010), packaging included.

4.2 Statutory VAT shall not be included in the prices.

4.3 Payment shall be made 14 days after receipt of the invoice, goods, and all delivery documentation with a 3% discount of 10% of the price if no other specific delivery terms are stated by the Buyer in the order. The Buyer shall be entitled to demand the pro rata amount of 0.5% of the contract amount for any payments resulting from non-compliance with the conditions of payment.

5. Delivery – Delay

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.

5.2 The Seller shall be obliged to inform the Buyer immediately in writing in cases where circumstances arise or come to its attention that the delivery date may not be met or an extended delivery date may be necessary due to unavoidable reasons (such as official notification duty, etc.).

5.3 In the event of delayed delivery, the Buyer shall be entitled to demand a pro rata amount of 0.5% of the contract amount for significantly delayed deliveries and 1.5% of the contract amount for all other delays (in defence of the乙方), The Buyer may further demand the Buyer to cancel the contract at the Buyer’s discretion. The Buyer shall be entitled to demand a pro rata amount of 1.5% of the contract amount for significantly delayed deliveries and 2.5% of the contract amount for all other delays (in defence of the乙方), The Buyer may further demand the Buyer to cancel the contract at the Buyer’s discretion.

5.5 A delay in acceptance presupposes that the Seller has issued a written request to the Buyer for acceptance of the goods, allowing a period of at least two weeks. Delayed acceptance is, however, excluded where the Buyer was notified in writing of its refusal before acceptance.

5.6 Partial deliveries shall only be permitted with the express consent of the Buyer.

5.7 Where (partial) deliveries take place before the stated date, the Buyer shall reserve the right to return or store the goods at the Buyer’s expense and risk.

5.8 Every shipment shall contain a delivery note in duplicate. The delivery notes must include details of the content as well as the Buyer’s order number.

5.9 The goods shall be suitably packaged according to general rail and forwarding conditions.

6. Invoices

6.1 Invoices for delivery shall be forwarded separately, from the single invoice.

6.2 The dimensions, weights, and quantities determined by the Buyer will be exclusively decisive for the Buyer. The Buyer reserves the right to inspect the goods at any time.

6.3 The Buyer shall be entitled to reserve the right to resell the goods at any time without the Buyer’s prior approval.

6.4 Every shipment shall contain a delivery note in duplicate. The delivery notes must include details of the content as well as the Buyer’s order number.

6.5 The goods shall be suitably packaged according to general rail and forwarding conditions.

7. Manufacturing Equipment

7.1 Insofar as the Seller uses manufacturing equipment exclusively for the goods intended for the Buyer, the Seller shall grant to the Buyer the pre er right to acquire ownership of such manufacturing equipment by paying the respective price (the Buyer’s order) in advance.

7.2 The manufacturing equipment purchased by the Buyer shall be the property of the Buyer. The Buyer shall acquire the manufacturing equipment free of any claims or obligations by way of security, pledged, or forwarded in any way without the express, written consent of the Buyer. Furthermore, the Seller shall undertake to deliver the manufacturing equipment of the Buyer exclusively for production of the goods ordered by the Buyer.

7.3 The Buyer shall transfer the manufacturing equipment to the Buyer at any time on demand of the Buyer. The Buyer shall have the right to request handover of the manufacturing equipment of the Buyer at any time. The Seller shall have no right to request handover of the manufacturing equipment of the Buyer at any time.

7.4 The manufacturing equipment of the Buyer shall be clearly marked as property of the Buyer as or instructed by the Buyer.

7.5 The Buyer shall be responsible for insuring the manufacturing equipment at original value against theft, fire, lighting, explosion, storm, mains water and, where applicable, sprayer leakage at its own expense. Any maintenance and inspection work shall be carried out by the Buyer at the Buyer’s expense.

7.6 The Buyer shall immediately be informed of any disruptive incidents; where the Seller culpably neglects to provide such notification, claims for compensation of damages shall remain unaffected.

8. Confidentiality

8.1 The Seller shall keep the manufacturing materials provided on behalf of the Buyer secret of the contract. The Seller shall be bound to the same confidentiality obligations as specified in the Buyer’s order.

8.2 The Seller shall provide the Buyer with spare parts for a period of 15 years following end of production at the Buyer’s discretion, after which the Buyer may be entitled to receive technical assistance for replacing the spare parts. The Buyer shall be entitled to receive technical assistance for replacing the spare parts. The Buyer may be entitled to receive technical assistance for replacing the spare parts.

8.3 The Buyer shall be entitled to request handover of the manufacturing materials provided on behalf of the Buyer at any time. The Buyer may be entitled to request handover of the manufacturing materials provided on behalf of the Buyer at any time. The Buyer may be entitled to request handover of the manufacturing materials provided on behalf of the Buyer at any time. The Buyer may be entitled to request handover of the manufacturing materials provided on behalf of the Buyer at any time.

8.4 The Buyer shall be entitled to receive the spare parts for a period of 15 years following end of production and to ensure an option for subsequent production in this regard.

9. Warranty

9.1 The Buyer shall have the right to decide whether to have a defect remedied or new goods supplied. The place of delivery shall be the place of performance.