

siteco - Ordering Terms and Conditions

1. Scope

(1) The following terms and conditions apply to all orders for goods or services placed by Siteco Beleuchtungstechnik GmbH (hereafter referred to as the "Purchaser").

(2) The general business terms and conditions of the Supplier shall not automatically become part of the contractual arrangement. Business terms and conditions of the Supplier that contradict business terms and conditions of the Purchaser shall not apply, unless the Purchaser confirms in writing that such terms and conditions are applicable. The general business terms and conditions of the Supplier shall not apply, even if the Purchaser fails to explicitly object to them upon receipt. The acceptance of deliveries or services, or payment shall not constitute an acceptance of the general business terms and conditions of the Supplier.

2. Ordering procedure and order configuration

(1) The Purchaser reserves the right to revoke an order, if the Supplier fails to confirm it within two weeks from the receipt of the order (order confirmation).

(2) If the order confirmation or the goods or service specified therein deviate from the order, the Purchaser shall not be bound to accept delivery or performance, unless he accepts the changes in writing.

(3) Amendments and additions to the order shall only be valid, if they have been accepted in writing by the Purchaser.

(4) If, after the closing of the contract, the Purchaser becomes aware of circumstances that might have a negative effect on the creditworthiness of the Supplier and that might also affect his ability to perform, the Purchaser shall be entitled to demand that securities be provided.

3. Period of performance, flat-rate compensation for damages

(1) Deliveries are deemed made on time if they are received by the Purchaser at the specified location within the agreed delivery period. Deliveries that include assembly or installation and services are deemed made on time, if they are accepted by the Purchaser within the agreed performance period.

(2) In the event of foreseeable delays, the Purchaser must be immediately notified and asked for his decision as regards the further processing of the transaction.

(3) In the event of a delay, the Purchaser shall be entitled to deduct a flat-rate amount of 0.25% of the net order value for each day of delay, to the maximum amount of 10% of the net order value. This shall not affect the Purchaser's statutory rights for further compensation for damages. If the Supplier provides proof that no damage or significantly less damage was caused to the Purchaser by the delay, the above flat rate shall be reduced accordingly.

4. Transfer of risk, freight costs and insurance

(1) For deliveries that include assembly or installation, the risk passes to the Purchaser at the time of acceptance. For deliveries without assembly or installation, the risk passes to the Purchaser when the goods are received at the specified location of delivery.

(2) All freight, delivery and packaging costs shall be payable by the Supplier. If the parties have agreed that such costs shall be paid by the Purchaser and prices are quoted ex works or ex warehouse, the Supplier must deliver the goods from his works or warehouse at the lowest possible costs, provided that no means of transport or delivery has been specified by the Purchaser. Any supplementary costs arising from non-compliance with the delivery terms shall be payable by the Supplier. If prices quoted include delivery to the recipient's address, the Purchaser shall be entitled to choose the means of transport. Additional costs that might arise in an effort to meet the delivery terms, such as express delivery, shall be payable by the Supplier, provided that the Purchaser is not in any way responsible for the need for express delivery.

(3) All deliveries must be accompanied by a packing slip or a delivery note which lists the items contained in the delivery including all relevant order codes. Otherwise, the Purchaser shall be entitled to refuse acceptance of the delivery. The Supplier must notify the Purchaser without delay of the dispatch of the goods, quoting the relevant order codes.

(4) For deliveries made to destinations in Germany, the Purchaser has arranged for transport insurance cover for damages from € 250.00. The Supplier must ensure that the freight forwarded does not take out forwarder's risk and cartage insurance cover (SVS/RVS) or that the respective premiums are paid by the Supplier.

5. Invoicing

Invoices must include the order codes and the individual item numbers. Invoices that do not include this information shall not be paid. Copies of invoices must be clearly identified as duplicates.

6. Payment

(1) Payment shall be made within 90 days of the invoice date. For payments made latest by the 25th day of the following month, the Purchaser shall be entitled to deduct a discount of 3%.

(2) The payment term begins on the date of the invoice, provided delivery is made in full and/or all services have been completed. The discount shall also be granted, if the Purchaser sets payments off against amounts owed to him, or retains or deducts a reasonable part of the amount due to defects. In such a case, the payment period shall begin with the complete elimination of all defects or the acceptance of a reduction in payment.

(3) Payment shall not be interpreted as a confirmation that the goods or services are deemed conforming to the order.

7. Warranty claims

(1) Notices of defects can be made within one month from the date of delivery or performance. For defects that become only apparent upon commissioning or after processing or machining of the delivered goods, a notification is deemed on time if it is made without one month from the date of detection. Warranty claims made on the part of the Purchaser are subject to a statute of limitation of two years, notwithstanding statutory entitlements. The warranty period shall begin on the date of transfer of risk pursuant to article 4 (1).

(2) For direct deliveries to customers of the Purchaser or addresses other than the Purchaser's works or workshops, where the Purchaser is engaged in contract work, the warranty period shall begin with the acceptance of the delivery by the Purchaser's customer, or latest one year after delivery to the specified address.

(3) The Purchaser shall be entitled to his statutory rights under warranty legislation, unless the parties have agreed otherwise. Where remedy of self-help is an option, this may be performed in accordance with the law. Self-help may also be performed at the expense of the Supplier and without the setting of a deadline, in cases where the delivery or performance was delayed or where the Purchaser resorts to self-help in order to avoid a delay in delivery or performance on his part towards a contractual partner of his.

8. Warranties and retention of title

(1) The Supplier shall guarantee that all products manufactured or supplied by him have been produced in accordance with the latest state of technology and meet the requirements of the European RoHS Directive 2002/95/EC and the applicable regulations of the German Electrical and Electronic Equipment Act ElektroG as amended, in particular the relevant bans of certain substances, including lead, cadmium, mercury and hexavalent chromium. The Supplier must also guarantee that the products are free of flame-proofing agents of the polybromated biphenyl (PBB) or polybromated biphenyl ether (PBDE/PBDE) type. If applicable, the Supplier must further guarantee compatibility with soldering methods in accordance with the European RoHS Directive 2002/95/EC. Other guarantees by the Supplier shall remain unaffected.

(2) The Supplier guarantees that the delivered goods or services do not infringe on any property rights of third parties. He must thus indemnify the Purchaser, his employees and customers for any claims made by third parties. If required for the use of the supplied goods, the Purchaser shall be entitled to acquire any licenses for use at the expense of the Supplier.

(3) The Supplier guarantees that the goods are not subject to an extended retention of title on the part of a third party. Retention of title by any party in the delivered goods shall not be accepted by the Purchaser.

9. Subcontracting

The subcontracting of orders to third parties shall only be permitted with the written consent of the Purchaser. Subcontracting without such permission shall entitle the Purchaser to withdraw from the contract and to claim compensation for damages.

10. Provision of material

(1) Any material provided by the Purchaser shall remain his property and must be stored by the Supplier free of charge. All such material must be clearly labelled as the property of the Purchaser and handled and managed with due care. It may only be used in connection with orders from the Purchaser. In the event of damage or loss, the Supplier must replace the material at his own expense. This also applies to materials made available by the Purchaser for a specific order and paid for by the Supplier.

(2) The material may only be processed, worked or formed for the Purchaser, who then becomes the owner of the new processed or formed goods. The new goods shall be stored free of charge by the Supplier for the Purchaser and handled with due care.

11. Tools and moulds

Tools and moulds made available by the Purchaser to the Supplier for the completion of an order must be labelled as the property of the Purchaser and handled with due care. Any maintenance work required in connection with such tools or moulds must be carried out by the Supplier at his expense. The relevant regulations of the "Terms and Conditions for the Production and Purchase of Special Tools and the Acquisition of Individual Parts Made with Such Tools" apply.

12. Confidentiality

(1) All tools, moulds, samples, models, profiles, drawings, standard documents, print templates and gauges as well as the goods produced for the Purchaser with the aid of the above items may not be made available to any third party or used for any purposes other than those specified, unless the Purchaser agrees to this in writing. The above items must be handled in such a way that they cannot be seen or used by unauthorised parties. In addition to any statutory rights, the Purchaser reserves the right to demand the return of the above items at any time. These items must be returned to the Purchaser without delay after completion of the order. The Supplier waives any rights of retention on these items.

(2) Information obtained from the Purchaser, with the exception of information that is in the public domain or has been obtained legally through other channels, may not be disclosed to any third party.

13. Assignment of claim, set-off

The assignment of a claim shall only be permitted with the written consent of the Purchaser. The Supplier shall be entitled to offset undisputed or legally protected claims against outstanding payments.

14. Product liability - indemnification

(1) In the event of a liability on the part of the Supplier under product liability legislation, or in connection with the requirements of ROHS 2002/95/EC or the German Electrical and Electronic Equipment Act ElektroG, or if the Supplier fails to meet his warranty obligations, he shall indemnify the Purchaser from all claims for compensation for damages made by third parties from the moment such a claim is made.

(2) In connection with his liability for damage, the Supplier is obliged to reimburse the Purchaser for any costs that have arisen to the latter in connection with a product recall. Such cost include in particular expenses pursuant to articles 683 and 670 of the German Civil Code. Where possible and reasonable, and without the Purchaser shall inform the Supplier of the scope and extent of any envisaged product recall and offer him the opportunity to make a statement in the matter. This shall not affect his statutory rights.

15. Intercompany billing

The Purchaser shall be entitled to offset all liabilities towards the Suppliers with his claims against companies that are part of the same corporate group as the Supplier.

16. Jurisdiction, applicable law

(1) Provided that the Supplier is a registered trader, disputes arising from these terms and conditions shall be settled before a competent court at the place at which the order was made.

(2) These terms and conditions are subject to German law. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is not applicable.

17. Severability

The decision or declaration that one or more of the clauses of these terms and conditions are null and void shall have no effect on the remaining clauses, provided that this does not cause unreasonable hardship to one of the parties.

Siteco Beleuchtungstechnik GmbH

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