

GENERAL PURCHASE CONDITIONS of JÜKE Systemtechnik GmbH

§ 1 General

1. The entire business relationship between JÜKE and its suppliers (hereinafter: suppliers) shall be governed exclusively by these General Terms and Conditions of Purchase as of 05/2023. Conflicting, deviating or supplementary terms and conditions, in particular terms and conditions of sale and delivery, of our suppliers shall only be accepted if we have explicitly agreed to them in writing.
2. JÜKE shall be entitled to amend its General Terms and Conditions of Purchase as at 05/2023 with effect for the future entire business relationship with the supplier following notification to this effect.
3. If a framework or target quantity agreement exists between JÜKE and the supplier, these General Terms and Conditions of Purchase shall apply both to this agreement and to the individual order.

§ 2 Conclusion of the contract

1. Only orders placed in writing are binding for JÜKE. Agreements made by telephone require written confirmation by JÜKE. JÜKE's silence in response to offers, requests or other declarations by the supplier shall only be deemed to be JÜKE's consent if this has been expressly agreed in writing. The supplier shall immediately notify JÜKE of obvious errors and/or incomplete orders for the purpose of correction, otherwise the contract shall be deemed not to have been concluded.
2. Machine-generated orders are also valid without a signature.
3. The supplier shall confirm acceptance of the order in writing within five working days. If the supplier does not confirm acceptance within two weeks, JÜKE shall be entitled to cancel the acceptance.
4. JÜKE may demand changes to the delivery item even after conclusion of the contract, insofar as this is reasonable for the supplier. In the case of this amendment to the contract, the effects of both sides, in particular with regard to the additional or reduced costs as well as the delivery dates, are to be taken into account appropriately.
5. The preparation of offers by the supplier is free of charge for JÜKE.
6. Documents or other means of production from JÜKE such as drawings, models, tools, technical specifications or similar which are made available to the supplier or which JÜKE pays to the supplier may only be used for deliveries to JÜKE. They may neither be passed on to third parties nor used for the supplier's own purposes, just as the goods produced according to them or with them may not be passed on to third parties or used for the supplier's own purposes. They are to be kept secret and must be handed over to JÜKE immediately in perfect condition without retention of copies, individual items or similar as soon as the order has been completed.

§ 3 Prices, terms of payment, default in payment

1. The agreed prices are fixed prices excluding the statutory value added tax and exclude subsequent claims of any kind. Costs for packaging, transport including any transport and liability insurance are included in the prices up to the shipping address or place of use specified by JÜKE. The same applies to customs formalities and customs duties. JÜKE shall only pay the most favourable freight costs in the case of freight collect delivery expressly agreed in the contract. If the price was not agreed including packaging, the packaging may only be charged at cost price. Reusable packaging such as boxes, containers, etc. shall be returned by JÜKE to the seller carriage paid and, if applicable, shall be credited at the full invoice value. Other packaging or filling material such as wood wool, paper, etc. may not be invoiced.
2. JÜKE shall only accept and pay for the quantities or numbers of items ordered by JÜKE.
3. Dispatch notes, waybills, invoices and all correspondence must contain the JÜKE order number.
4. Price increase reservations require the express written consent of JÜKE.
5. Invoices shall be settled by JÜKE within 14 days with a 2% discount, 30 days without deduction.

6. Payment and discount periods shall run from receipt of the invoice, but not before receipt of the goods or, in the case of services, not before their acceptance and, if documentation or similar documents are part of the scope of services, not before their handover to JÜKE in accordance with the contract.

7. JÜKE may assert rights of set-off and retention to the extent permitted by law.

§ 4 Delivery periods, scope of delivery, transfer of risk

1. Agreed delivery dates and deadlines are binding; JÜKE must be informed immediately of any impending delays in delivery.
2. The statutory claims existing at the time of the occurrence of the delay in delivery shall remain in force in favour of JÜKE in any case. After fruitless expiry of a reasonable period of grace set in the event of default, JÜKE may also withdraw from the contract and demand damages instead of performance.
3. Partial deliveries are only permissible with the express consent of JÜKE.
4. Shipment shall be at the risk of the supplier. The risk of any deterioration, including accidental loss, remains with the supplier until the supplier until delivery to the shipping address or place of use requested by JÜKE. The deliveries shall be insured against transport damage at the expense of the supplier.
5. If test certificates have been agreed, they shall be part of the delivery. In this case, an order shall only be deemed to have been delivered in full when these test certificates are available.
6. Deliveries without delivery note with order number will not be accepted.

§ 5 Retention of title

1. In the event of simple retention of title by the supplier, ownership of the goods shall pass to JÜKE upon payment. Any extended or expanded retention of title by the supplier is excluded.
2. The assignment of claims arising from the supplier relationship requires our express consent.

§ 6 Warranty, compensation, limitation period

1. The supplier shall maintain a quality management system (e.g. ISO 9001) to ensure the quality of its deliveries..
2. We only accept articles from suppliers that have been tested with the help of quality assurance and meet our specifications. The documents of this inspection will be kept by the supplier in accordance with the respective valid legal regulations and handed over to us upon request..
3. The delivery must be free of material defects and defects of title and must comply with the recognised rules of technology and the contractually agreed properties, standards as well as the safety, occupational health and safety, accident prevention and other regulations.
4. The supplier assures compliance with the REACH and RoHS regulations.
5. In the event of a defect, JÜKE shall be entitled to the statutory rights and claims. In deviation from § 442 para. 1 sentence 2 BGB, JÜKE shall also be entitled to claims for defects if the defect remained unknown at the time of conclusion of the contract due to gross negligence.
6. The limitation period for claims for defects is two years, unless longer periods result from a statutory provision.
7. JÜKE's commercial duty to examine and give notice of defects in accordance with the statutory provisions (in particular §§ 377, 381 of the German Commercial Code) is stipulated with the following content: The inspection obligation of JÜKE is limited to defects, which are openly recognisable during the incoming goods inspection by JÜKE under external inspection including the delivery dates as well as during the quality control by JÜKE in the random sampling procedure (e.g. transport damage, wrong and short delivery). The obligation to give notice of defects discovered later remains unaffected. In all cases,

JÜKE's complaint (notice of defect) shall be deemed to be immediate and timely if it is received by the supplier within 14 calendar days.

8. If the supplier has made declarations concerning the originating status of the delivery, he shall be obliged to compensate for the damage caused by the fact that the declared origin is not recognised, e.g., as a result of faulty certification or a lack of the possibility of verification. This liability only arises against the supplier in the event of culpable conduct or the absence of a warranted characteristic.

9. The supplier is obliged to indemnify JÜKE with regard to the goods to be delivered from legal claims of domestic and foreign third parties which may arise from domestic or foreign patents, utility models, copyrights or other rights or, in the event of such a claim by third parties, to compensate JÜKE for the resulting damage. This also includes legal costs, compensation for damages, any conversion and reconstruction work as well as all costs incurred by JÜKE due to a necessary product withdrawal.

10. Any changes to the product and manufacturing process must be approved by JÜKE.

§ 7 Product liability

1. The supplier shall indemnify JÜKE against all claims arising from product liability insofar as the damage was caused by a defect in the goods supplied by the supplier. In cases of fault-based liability, however, this shall only apply to the extent that the supplier is at fault. If the cause of the damage lies within the supplier's area of responsibility, the supplier must prove that it is not at fault.

2. Within the scope of the aforementioned indemnification obligation, the supplier shall assume all costs and expenses arising from a claim made against JÜKE by a third party. This also includes all costs of a recall action by JÜKE, even in cases in which JÜKE has not yet been claimed against by a third party but a recall action is necessary in accordance with the statutory regulations. Prior to a recall action, JÜKE shall inform the supplier in order to enable him to cooperate. This information of the supplier is dispensable if the information or the participation of the supplier is not possible due to urgency.

3. The supplier undertakes vis-à-vis JÜKE to maintain sufficient product liability insurance at its own expense. At JÜKE's request, the supplier shall provide evidence of the conclusion and existence of this insurance. If the supplier fails to comply with this request by JÜKE despite a set deadline of 14 days, JÜKE shall be entitled to terminate all current contracts concluded with the supplier without notice. An ongoing contract in this sense exists as long as both contracting parties have not yet completely fulfilled a contract. Framework agreements concluded are also ongoing contracts in this sense. Claims for damages by JÜKE due to this termination without notice shall remain unaffected.

4. Further legal claims of JÜKE shall remain unaffected.

§ 8 Place of performance, place of jurisdiction, applicable law

1. Unless otherwise contractually agreed, the place of performance for payment and delivery shall be JÜKE's place of business.

2. If the supplier is a merchant, a legal entity under public law or a special fund under public law, JÜKE's place of business shall be the place of jurisdiction for all legal disputes, including those within the scope of a bill of exchange or cheque legal disputes, also in the context of bill of exchange or cheque proceedings; actions against JÜKE can only be brought there.

3. The law of the Federal Republic of Germany shall apply exclusively, to the exclusion of international private law, unified international law and to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

§ 9 Legal validity, data protection

1. Should one of the provisions of these General Terms and Conditions of Purchase be or become invalid, this shall not affect the validity of the remainder of the contract. In their place, what was intended by the parties shall apply, otherwise the statutory provision shall apply. In no case shall the relevant provision in these General Terms and Conditions of Purchase be replaced by the Supplier's terms and conditions of business.

2. Any amendments or supplements to the contract by the supplier shall require written confirmation by JÜKE in order to be effective; this

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§ 10 Spare parts supply and delivery reliability

1. The contractor undertakes to be able to supply spare parts for at least 10 years after the last delivery.

2. Where Supplies or Services include software, firmware or chipsets, Supplier shall provide repair, update, upgrade and other maintenance services and provide patches to address vulnerabilities for a period of reasonable life of the Supplies and Services, but not less than 10 years from the date of order.

3. JÜKE must be informed immediately if materials or components change or are discontinued. This is to be indicated e.g., within the framework of a Product Notification Note (PCN) with a lead time of 6 months. JÜKE shall then be given the right to place a final order (residual cover / LTB).

4. Tools shall be kept ready for use until the end of the spare parts supply period. Storage and readiness for operation shall be at the supplier's own risk and expense.

5. Scrapping of tools and devices shall also require the express written approval of the Purchaser after this period and must be stored free of charge with the Supplier after the end of the spare parts supply period until the Purchaser calls them off or approves the scrapping.

Latest update: 07/2023