



Purchase conditions

1. General

- 1.1. The following conditions of purchase apply to all business transactions with the supplier, even if they are not later explicitly mentioned in subsequent contracts. Differing regulations in the General Conditions of suppliers are hereby rejected. This will only apply if they have been previously agreed upon separately in writing by the Contracting Parties.
- 1.2. All agreements, collateral agreements and contract amendments must be in writing. This also applies for a waiver of the written form.

2. Contract conclusion

- 2.1. The supplier is obliged to accept our order within 10 days from the date of the postmark and send us an order confirm. If the order is made by fax or e-mail, the period shall run from the date of shipment.
- 2.2. From the order must emerge confirmation Price discount, non-binding delivery as well as numbers and characters of our order.
- 2.3. To illustrations, drawings, calculations and other documents we reserve all ownership and copyright; third may not disclose them without our express written consent. The documents are to be used exclusively for production based on our order; after the order they are returned to us. Towards third parties, they must be kept secret.
- 2.4. Remuneration or compensation for visitors or for the preparation of offers, projects, etc. will be paid only if expressly agreed.
- 2.5. Within reasonable limits, we may require technical changes to the product to be delivered and / or temporal delivery. This impact in terms of increased or reduced costs and delivery dates in an appropriate manner shall be regulated by mutual agreement.
- 2.6. All orders valued at more than 2,000 € must be confirmed by the Executive Board of SEKA Nutzfahrzeuge GmbH & Co. KG by a signature, otherwise they are not valid.

3. Prices and payment conditions

- 3.1. The agreed prices are binding; this also applies to framework contracts for the entire duration of the agreement. If a price has not been explicitly agreed, will the lowest price be taken as agreed, additionally if the supplier sells goods of the same kind and quality offered by a third party to a maximum of the price to which he has given such goods just be delivered.
- 3.2. All prices are "free" to the specified delivery address, including VAT and packaging. We have the right to determine the type of packaging used, the choice of the transport means and the transport path as well as the transport insurance.



- 3.3. As long as nothing else is agreed, payments at our choice, either within 14 days of receiving the invoice net 3% discount or within 30 days of receipt of invoice are taking place. The period does not begin until the supplier has fulfilled his service in full.
- 3.4. Invoices are sent to us in duplicate in shipping the goods, but separately from the goods. Order number and order date needs to be specified in each invoice. Invoices that are not created correctly apply as not granted.
- 3.5. For deliveries within the European Union, the supplier shall submit his tax identification number to prove his entrepreneurial status and participate in book-slip and even export documents.
- 3.6. In case of incorrect delivery, we are entitled to retain proportionate payment until proper fulfillment. Payments do not signify acceptance of delivery as per the agreement.
- 3.7. The supplier is not entitled to assign his claims or collect by third parties unless we have declared our consent. The consent shall not be unreasonably refused.

4. Delivery time, delivery delay

- 4.1. Delivery dates are binding. Decisive for the observance of deadlines and dates of receipt of the goods at the point of receipt or place of use.
- 4.2. If the supplier recognizes that an agreed date cannot be compiled for any reason, he shall state the reasons for and the duration and notify us immediately in writing of the delay.
- 4.3. In case of delayed delivery, we are entitled to claim for each completed week of delay a contractual penalty amounting of 5% of the contract value but not more than 10% of the contract value. We reserve the right for further legal claims. We will explain the retention of the contractual penalty at the latest upon payment of the invoice.
- 4.4. If the agreed deadlines are not met, we shall be entitled, after a reasonable grace period set by us to cancel the contract, without prejudice to further legal claims. If the supplier is responsible for the delay, we can demand compensation instead of performance or replacement of futile expenses at our choice for the, of us caused delay or damage after the expiry of the period referred to above.
- 4.5. Majeure force, labor disputes or other unavoidable and unforeseeable events release the supplier only for the duration of the disturbance and the extent of their impact from their duties.

5. Packaging, delivery, transfer of risk

- 5.1. Performance for the packaging regulations according to § 4 for the existing redemption obligation of the supplier is the place of delivery of the goods.
- 5.2. Calculated packaging, insofar as they are reusable, they are credited upon return to the full calculated value.
- 5.3. We accept partial deliveries only after explicit agreement. For partial shipments, the remaining quantity is to be mentioned.
- 5.4. The risk related to the delivery address is specified by us.



6. Material defects and deficiencies

- 6.1. The items supplied by the supplier and all services rendered by him must reflect the latest the prior art, the relevant legal provisions and the rules and regulations of authorities, trade associations and professional associations. As far as deviations are necessary in individual cases from these requirements, the supplier must obtain our written consent.
- 6.2. If the supplier expressed reservations against the of us desired kind of works, so he must tell us immediately in a writing. The delivery shall always subject to a quantity and quality control. An obligation to examine the delivered goods consists only the case of obvious or easily recognizable quantity and quality deviations. If any deviations are detected, we will immediately inform the supplier. The complaint shall be deemed timely from the discovery and within a period of 8 days from receipt of goods or hidden defects.
- 6.3. In the event of a defect, we have the legal rights unabridged, where place of warranty is the specified point of use.
- 6.4. If the supplier is with the replacement or removal of defects in delay, we are entitled to make even the replacement or removal of defects at the expense of the supplier or through third parties. The same applies in case of urgency and the supplier is not to be reached in time or not in the position to carry out the removal of defects or replacement in time.
- 6.5. The claims due to material defects and defects expire in 36 months from transfer of risk, unless explicitly agreed otherwise. For parts that could not remain in operation during the investigation of the defect and / or removal of defects, the limitation period or a current warranty by the time of the operation is interrupted. For repaired or newly delivered parts, starts with that date (beyond the statutory inhibition) the period of limitation or new warranty.

7. Product liability, exemption, liability insurance

- 7.1. If the supplier is responsible for product damage, he is obliged to exempt us on first request of third party damage claims, if the cause lies within the domain and / or organizational sphere and if liable in relation to himself.
- 7.2. As part of his liability for damages in accordance with Paragraph 6.1. of these purchasing conditions, the supplier is also obligated to reimburse any expenses incurred by us in connection with the recall performed by us . We will inform the supplier and give him an opportunity to comment, so far as is possible and reasonable content and scope of the recall measures to be carried out. This shall not affect other statutory claims.
- 7.3. The supplier is obliged to maintain product liability insurance with coverage of to entertain € 5 million per personal injury / property damage; if we are entitled to further compensation claims, these shall remain unaffected.



8. Construction and property rights

- 8.1. As far as the ordered parts are constructed by us, the supplier undertakes to provide this now or later to third parties or offer. Models, drawings, samples and the like, that we ask the supplier to perform are available due to the contract, but remain our property and must be returned upon completion of the order to us.
- 8.2. The Supplier warrants that in connection with his delivery, no rights of third parties are violated .
- 8.3. If we are held in by a third party because of that, the supplier is obliged to exempt us upon first written demand from these claims. We will meet with the third party without the supplier's no agreement, in particular conclude no comparison.
- 8.4. The obligation of the supplier to exempt us from the claims refers to all expenses incurred in connection with the claim by a third party.

9. Provided materials

Materials and parts that we provide remain our property. They may be used only in the context of our order. The processing of the materials and the assembly of the parts from the supplier are done for us. In connection, mixing or processing of our materials and parts with other items not belonging to us, we acquire co-ownership of the new object in proportion to the value of our materials and parts to the other processed items. If the item is regarded as the main object of the supplier, he shall transmit a pro rata ownership to us.

10. Spare parts

- 10.1. The supplier undertakes to, calculated for a period of at least 5 years to provide us the date of the last delivery, on reasonable terms with spare parts. Spare parts shall be delivered within 10 days of order, insofar as they are serial parts; with special parts, the delivery time is individually agreed.
- 10.2. If the supplier suspends the delivery after the date specified in paragraph 10.1 sentence 1 of the spare part , there must be given the opportunity for a last order at reasonable prices.

11. Other

- 11.1. The supplier is not entitled to award the contract to any third party without our prior consent.
- 11.2. We will treat the personal data of the supplier according to the Federal Data Protection Act.
- 11.3. If a contracting party cancels his payments or the payment is requested over his insolvency proceedings, the other party shall be entitled to withdraw from the unfulfilled part of the contract.



- 11.4. Unless explicitly agreed otherwise, the place of performance of the delivery obligation the from us desired delivery address . For all other obligations of both parts fulfillment place is our business.
- 11.5. Jurisdiction is in Leverkusen.
- 11.6. The Contract shall be governed by the laws of the Federal Republic of Germany, excluding conflicts of law, the uniform UN purchasing law or other conventions on the Law of the Sale of Goods.

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