These Terms and Conditions of Purchase shall apply exclusively to our purchase orders. We do not accept any conflicting or deviating terms and conditions of the supplier unless we have expressly agreed in writing to their application. Our Terms and Conditions of Purchase shall also apply in cases where we accept without reservation the goods and/or services of the supplier in the knowledge of terms of the supplier that conflict with or deviate from these Terms and Conditions of Purchase.

2. These Terms and Conditions of Purchase shall also govern any future transactions with us, without us having to refer to them each time.

3. Any correspondence shall be conducted with our purchase department placing the purchase order. Any arrangements with other departments shall only be binding if they are expressly confirmed in writing by the purchasing department placing the order.

4. These Terms and Conditions of Purchase shall only apply to persons or entities transacting in a commercial or professional capacity ("entrepreneurs") (§ 14 of the German Civil Code (Bürgerliches Gesetzbuch – BGB)).

5. References to the application of statutory provisions are for clarification purposes only. The statutory provisions therefore apply only even in the absence of any such clarification, unless they are directly amended or expressly excluded by these Terms and Conditions of Purchase.

§ 2 Purchase Order – Confidentiality of Information – Prohibition on Reverse Engineering

1. If the supplier fails to accept our purchase order in writing within a period of 2 weeks after the receipt of the purchase order, we are entitled to cancel the purchase order.

2. The supplier shall keep all information directly or indirectly received from us confidential, such information to carry out our purchase order and shall not copy such information without our express prior written consent. For the purposes of § 2 (2) sentence 1, confidential information particularly includes technical data, diagrams, drawings, calculations and other information about products and product developments, as well as software, merchandise, tools, goods, models, samples and prototypes, including the know-how inherent therein.

3. The supplier shall reverse engineer, disassemble or decompile software, merchandise, tools, goods, models, samples or prototypes or other received items as described in § 2 (2) sentence 1 without our express prior written consent.

4. We expressly reserve ownership of and copyright in all information described in § 2 (2). All information must be automatically returned to us without undue delay after the purchase order has been processed, or at any time at our request.

5. The supplier's obligations under § 2 (2) to (4) shall continue to apply after our purchase order has been processed. The duty of confidentiality shall cease to apply if and to the extent that the know-how inherent in the information was obtained without breaching any duty of confidentiality or is widely known.

§ 3 Prices – Terms of Payment

1. The price stated in our purchase order is binding. Unless otherwise agreed, the stated prices are for delivery duty paid (DDP according to Incoterms 2020) to the delivery address stated in the purchase order, including packaging and incidental costs. The supplier must take back packaging material at our request.

2. The supplier shall bear all accruing customs duties, taxes, duties and other importation costs arising from the purchase order.

3. Prices are exclusive of applicable statutory value added tax.

4. We can only process invoices which quote the purchase order number shown in our purchase order. The supplier shall be responsible for all consequences arising from the failure to comply with this obligation, unless it can prove that it is not liable for the non-compliance with this obligation.

5. Unless otherwise agreed, we will make payment within 14 days subject to a 3% discount, or pay the full (net) amount within 30 days. The period for payment commences as soon as the goods and/or services have been provided in full and we have received a properly issued invoice.

6. We are entitled to rights of set-off and retention to the extent provided by law.

7. The supplier is not entitled to assign its receivables against us or have them assigned unless we have agreed otherwise with the supplier.

8. We shall not be liable for interest on late payments (Fälligkeitszinsen, §353 HGB).

The foregoing shall not affect the supplier's claim for payment of default interest.

Unless agreed otherwise in the individual case, the statutory provisions govern when we are deemed to be in default.

§ 4 Delivery

The deadlines and/or periods stated in the purchase order are binding. The supplier shall be deemed in default without the need for a warning notice if it wholly or partially fails to deliver by the agreed deadline or within the agreed period.

2. The supplier shall ensure the traceability of the delivered products at all times. For the purposes of the requirements under § 3 (1) of these Terms and Conditions of Purchase, unless we have agreed otherwise with the supplier.

3. Early deliveries or part deliveries if circumstances arise or it becomes aware of circumstances that render it unable to comply with the agreed deadlines and/or periods. The agreed deadlines and/or periods shall not be complied with by the supplier providing prior information.

4. In the event of the supplier's default, we are entitled to the rights provided by law. In particular, we are, after unsuccessful expiration of a reasonable period, entitled to demand damages in writing without undue delay. If the claims are disputed, the supplier is entitled to prove that it is not liable for the breach of duty.

5. Items shall be delivered duty paid (DDP according to Incoterms 2022) to the delivery point stated in § 3 (1) of these Terms and Conditions of Purchase, unless we have agreed otherwise with the supplier. Early deliveries or part performances are only permitted with our prior written consent.

6. Transport insurance shall be taken out and paid for by us.

§ 5 Transfer of Risk – Documents

1. The risk of loss or damage to ordered goods shall be transferred at the delivery point referred to in § 3 (1) of these Terms and Conditions of Purchase, unless we have agreed otherwise with the supplier.

2. Where the parties have agreed to an acceptance process, the risk shall be transferred upon acceptance. Commissioning or using the ordered goods shall not constitute a substitute for a notice of acceptance.

3. The supplier shall exactly quote our purchase order number on all shipping documents and delivery notes. In the event it fails to comply with this obligation, we shall not be liable for any delays in the processing and payment of invoices.

§ 6 Quality – Environmentally friendly Performance – Management System and Documentation

1. Unless otherwise agreed, the supplier shall always execute deliveries of goods and/or services in accordance with latest state-of-the-art technology and shall advise us of any opportunities for improvements and technical modifications.

2. The supplier shall, within the limits of what is commercially and technically feasible, deliver the goods and/or services as well as the goods and/or services of third parties in such a manner that the use of environmentally friendly and recyclable materials and production procedures and facilities, or those of comparable standard, are sustainable and environmentally friendly and recyclable materials and production procedures and facilities that have an effect on the environment of energy and materials.

3. Unless otherwise agreed, the supplier shall deliver the goods and/or services in such a manner that the entire supply chain, including but not limited to, development, design, manufacture, packaging, transport, installation, operation, cleaning, maintenance, repair and disposal is in compliance with the statutory and environmental regulatory requirements, provisions, guidelines and other legal norms applicable at the place of production as well as at the place of use nominated by us, particularly those governing quality, environmental protection, industrial safety, transport safety and product safety. If we do not nominate a place of use, the registered office of the company placing the purchase order shall be the place of use.

4. The supplier is obliged toascertain and comply with the current versions of the legal norms referred to in § 6 (3). Amendments of the legal norms having a direct or indirect impact on the goods and/or services must be reported to us without undue delay.

5. To implement the requirements under § 6 (3) and (4) hereof, the supplier shall install, apply and refine a suitable management system customary in the industry. The management system must include deliveries ordered by the supplier and incidental services provided by third parties. If the supplier maintains a certified management system (e.g. according to ISO 9001 or a comparable standard, each as amended from time to time), it shall regularly and of its own accord provide us with the relevant certifications, i.e. at the time of the first delivery and with each subsequent delivery, as well as each time the certifications are updated.

6. As part of its management system, the supplier shall maintain an appropriate, documented quality assurance system. It shall design its quality assurance system in such a manner that it always complies with latest state-of-the-art technology. The supplier shall document its quality checks and provide us with the records upon request without undue delay and free of charge.

7. The supplier shall ensure the traceability of the delivered products at all times. For this purpose, the supplier shall label the products, or if labeling is not possible or expedient, take other suitable measures to ensure traceability. The supplier is able to determine without undue delay what other products might be affected. If a defect arises, the supplier shall notify us without undue delay of all products affected by the defect and already delivered to us and notify us of precise identifying characteristics to ensure that we can precisely identify these products.

8. The supplier hereby agrees to audits by us or by a party appointed by us to evaluate the effectiveness of its management system, with the involvement of our (end) customer if appropriate. Legitimate interests of the supplier, including, but not limited to, its interest in maintaining secrecy, shall be taken into account during the audits. Audits shall be announced to the supplier in good time, where possible two weeks in advance.

9. The supplier shall impose the same obligations on its sub-suppliers. Furthermore, it shall promote and demand compliance with the obligations laid down in this § 6 from its sub-suppliers to the best of its abilities.

§ 7 Incoming goods inspection

1. If we are obliged to inspect the delivered goods and report defects pursuant to section 377 (1) of the German Civil Code (Handelsgesetzbuch – HGB), we will inspect the goods without undue delay. The supplier agrees to establish whether they conform to the quantity and type ordered and whether any shipping damage is evident. In any event, outwardly apparent defects or defects that are manifestly attributable to the delivery shall be reported immediately.

2. If we discover a defect during the aforementioned inspections, we will report this to the supplier. If we discover a defect at a later time, we will similarly report this to the supplier.
2. The supplier shall comply with existing prohibitions on substances resulting from § 10 Retention of Title to delivered Materials and Parts
3. The place of performance for the purpose of curing defects is the place where the goods and/or services are located given their intended purpose. In cases where the supplier is not present at a third party’s premises, it must be done in consultation with this third party and held at our expense to the third party’s interests.
4. The supplier is liable for its representatives and subcontractors to the same extent as for its own fault.
5. The supplier shall not allow any foreseeable defects ourselves at the supplier’s expense if danger is imminent or there is a special urgency.
6. The limitation period for claims based on defects shall be 3 years, extending to 5 years if the supplier has, by word or deed, given the buyer any indication that the delivered goods or services are free of defects or if the buyer has not notified the supplier of any defect or its existence within a reasonable time after the defect could have been discovered.
7. The supplier’s liability is otherwise governed by the statutory provisions without any limitation or exclusion of liability on the merits or to the extent.
8. Our payment does not imply that we acknowledge the goods and/or services in accordance with the agreement or are free of defects.
9. Our consent to the supplier’s technical documents and/or calculations does not affect its liability for defects.

§ 9 Product Liability – Third Party Liability Insurance Coverage
1. In the event a product liability claim or manufacturer’s liability claim is asserted against us, the supplier is obliged to hold us harmless from and against such claims in the manner that giving rise to the liability fault is covered by insurance.
2. The supplier is required under our manufacturer’s liability to carry out a recall and/or servicing of the goods and/or services delivered to us or by third parties engaged by it, including their packaging, do not contain or emit any high-risk substances that could endanger the environment or health, which are held in safekeeping for us by the supplier.
3. The supplier shall ensure that we and our customers do not infringe any intellectual property rights (hereinafter collectively referred to as “Intellectual Property Rights”) in the delivered goods in accordance with the legal requirements. The same applies in cases where the law provides for longer periods. In such cases, the statutory limitation period shall apply.
4. The supplier shall inform us whether other export restrictions exist under German, EU, or Russian law, or if the goods and/or services are subject to export control and statement of the relevant list number under German export law.
5. The supplier shall ensure that we and our customers do not infringe any intellectual property rights of third parties through the purchase, possession, offering, use, processing or resale of the goods and/or services or in connection with the supplier’s goods and/or services. However, our claims shall not be limited to the amount of coverage. The supplier shall send us confirmation of such insurance without undue delay at our request.
6. The supplier shall, pursuant to sections 683 and 682 BGB, procure, release or return a recall or any servicing carried out by the supplier.
7. The supplier’s liability is otherwise governed by the statutory provisions without any limitation or exclusion of liability on the merits or to the extent.
8. Our payment does not imply that we acknowledge the goods and/or services in accordance with the agreement or are free of defects.
9. Our consent to the supplier’s technical documents and/or calculations does not affect its liability for defects.

§ 10 Retention of Title to delivered Materials and Parts
1. The supplier shall provide the following information in offers and order confirmations and/or the supplier’s goods and/or services are subject to export control and statement of the relevant list number under German export law: (a) the statement as to whether the goods and/or services are subject to export control under the applicable laws and regulations; (b) the statement as to whether the goods and/or services are recorded in the U.S. Commerce Control List and the relevant list numbers; (c) the technical commodity classification code (HS code) pursuant to the technical documents and/or calculations; (d) whether the goods and/or services are subject to rules of origin pursuant to the technical documents and/or calculations; (e) whether the goods and/or services are subject to the new rules of origin, the Cumulative rules of origin under the Harmonized Tariff Schedule of the United States (‘‘HTSUS’’), and/or the application of the general rules of origin.
2. The supplier shall ensure that we and our customers do not infringe any intellectual property rights of third parties through the purchase, possession, offering, use, processing or resale of the goods and/or services or in connection with the supplier’s goods and/or services.
3. The supplier shall ensure that we and our customers do not infringe any intellectual property rights of third parties through the purchase, possession, offering, use, processing or resale of the goods and/or services or in connection with the supplier’s goods and/or services. However, our claims shall not be limited to the amount of coverage. The supplier shall send us confirmation of such insurance without undue delay at our request.
4. The supplier shall be entitled to revoke the entire agreement if danger is imminent or there is a special urgency.
5. If the supplier fails to provide this proof within a reasonable period, we are entitled to revoke the agreement. Any further statutory claims remain unaffected.
6. The supplier shall comply with existing prohibitions on substances resulting from § 10 Retention of Title to delivered Materials and Parts
7. The supplier shall inform us whether other export restrictions exist under German, EU, or Russian law, or if the goods and/or services are subject to export control and statement of the relevant list number under the most recent annex. In the event of changes to the scope of delivery that have an impact on the use or the production restrictions listed in § 12 (2) hereof.
8. In the event the supplier commits a culpable breach of the duties laid down in § 14 Rights of Use – Intellectual Property Rights
9. The supplier shall ensure that we and our customers do not infringe any intellectual property rights of third parties through the purchase, possession, offering, use, processing or resale of the goods and/or services or in connection with the supplier’s goods and/or services.
10. If the supplier fails to provide this proof within a reasonable period, we are entitled to revoke the agreement. Any further statutory claims remain unaffected.
4. Custom software must be provided to us with the object and source code as well as user and programmer documentation.

5. The supplier will notify us of any Intellectual Property Rights that arise when custom software is developed and will assist us in filing appropriate applications to register Intellectual Property Rights in our own name.

6. When developing custom software, the supplier must notify us in text form in advance if it intends to use Free and Open Source Software (FOSS), and obtain our consent.

7. When providing custom and standard software, the supplier must first submit FOSS scan results in text form and send the software bill of materials. The software bill of materials must show the nature and scope of the FOSS used and precisely describe the applicable license terms. The supplier must expressly confirm that no copyleft obligation applies.

8. The supplier shall ensure that the use of the FOSS does not restrict the authorized and agreed use of the standard/custom software and, in particular, that the applicable license terms and copyright/copyright notice obligations are complied with.

9. The software license granted under this § 15 shall also apply to updates, upgrades and new releases of the custom or standard software provided by the supplier, including the associated documentation.

10. The supplier shall ensure that authorized use of the software does not infringe applicable statutory or regulatory provisions, including applicable data protection laws (including the German Federal Data Protection Act (Bundesdatenschutzgesetz – BDSG) and the GDPR).

11. The supplier shall ensure that the software does not contain any malware (malicious software designed to cause harm), computer viruses or worms, trojans or the like. By carrying out state-of-the-art security tests before licensing the software, the supplier shall also ensure that the software does not have any critical vulnerabilities that could damage the integrity or confidentiality of our systems and data or those of our customers and business partners. Software licensed to us must not include functions that allow our data to be collected, transferred, stored or otherwise processed, unless this has been expressly agreed.

12. The supplier has implemented a development process to ensure that the software affords no less than state-of-the-art IT security. This includes regular security testing and documentation of the results. If the software is licensed for a limited term, the supplier shall be required to carry out regular security testing and document the results.

13. The supplier shall notify us in text form without undue delay of any known security issues with the software licensed to us and shall initiate measures to counteract these issues without undue delay. The supplier will consult with us before publicly announcing them.

14. To the extent necessary for carrying out security testing, the supplier shall grant us a transferable right to test and analyze the software, including the right to make necessary modifications. This includes but is not limited to the right to remove, override or circumvent features designed to protect the program. The supplier will obtain the consent of third parties to the extent that this affects their rights. The software may otherwise be edited, translated or decompiled only to the extent necessary for the authorized use of the software, including for the purpose of bug fixing or to establish interoperability with other systems and programs used by us.

15. The information obtained through security testing will be used solely for the purposes of IT, product and data security. We are authorized to engaged third parties to carry out security testing. This particularly includes engaging specialist service providers and experts as well as using platforms and initiatives to identify security issues (bug bounty programs) and/or participants in bug bounty programs.

16. Where a delivery of goods and/or services includes software, this § 15 shall apply mutatis mutandis to that software.

§ 16 Data protection
The supplier shall comply with the statutory provisions governing the protection of personal data. Personal data of the supplier will be stored and processed by us in compliance with the statutory requirements. Please see our privacy policy at https://schenck-rotec.com/data-protection.html for more information.

§ 17 Venue – Place of Performance – Applicable Law
1. The place of jurisdiction is where the registered office of the company relying on these Terms and Conditions of Purchase is located. We reserve the right to file suit in the place of jurisdiction prescribed by law as the supplier's place of jurisdiction.

2. Unless and except to the extent otherwise agreed for the specific case, the place of performance shall be the delivery point described in § 3 (1) of these Terms and Conditions of Purchase, or alternatively the registered office of the company relying on these terms and conditions.


§ 18 Code of conduct
The supplier has taken note of the "Code of Conduct for Suppliers" and accepts it as binding. The supplier must comply with this code of conduct, which can be viewed or downloaded at https://schenck-rotec.com/terms-of-business.html under "Code of Conduct for suppliers".

§ 19 Miscellaneous
1. Should individual provisions of these Terms and Conditions of Purchase or of the agreement entered into between the supplier and us be or become wholly or partially invalid, this shall not affect the validity of the other provisions.

2. We are only exempted from the duty to deduct tax under section 48b (1) of the German Income Tax Act (Einkommensteuergesetz – EStG) if the supplier provides us with a valid exemption certificate issued in its name by the appropriate tax office. The provision of a copy of the exemption certificate is sufficient, provided the exemption certificate has not been issued for the specific purchase order.