

# General Terms and Conditions of Purchase of eccovisions GmbH

## **I. General, Scope of the Terms and Conditions of Purchase**

1. The following General Terms and Conditions of Purchase shall apply to all orders placed by eccovisions GmbH with suppliers. Any terms and conditions of the supplier that conflict with or deviate from these Terms and Conditions of Purchase or statutory provisions shall not be recognised unless their validity has been expressly agreed in writing. These Terms and Conditions of Purchase shall also apply if eccovisions GmbH accepts the delivery without reservation in the knowledge of conflicting or deviating terms and conditions of the supplier.
2. these terms and conditions of purchase apply exclusively to entrepreneurs within the meaning of § 14 BGB (German Civil Code).

## **II. Offers, contract acceptance, contract documents**

1. eccovisions GmbH is bound to its order for 7 days.
2. Only the goods, quantities and designations listed in the order shall be binding. Subsequent changes shall only be binding if they are made in text form.
3. All agreements must be made in text form in the contract. This also applies to additions and amendments to the contract. Verbal collateral agreements do not exist.
4. eccovisions GmbH reserves all property rights and copyrights to the illustrations, drawings, calculations and other documents enclosed with its order. These must be kept secret and may not be made accessible to third parties without express consent. They are to be used exclusively for production based on the order and are to be returned unsolicited after complete fulfilment.
5. The supplier is obliged to inform eccovisions GmbH immediately if quantities, dimensions or technical data are missing or deviate from previous orders. In addition, the supplier must point out if the delivery or service is clearly not suitable for the intended purpose.
6. If the supplier cannot deliver the ordered goods or cannot deliver them within the delivery period, he must notify eccovisions GmbH of this in writing immediately, at the latest within three working days of receipt of the order.

## **III. Prices, terms of payment, prohibition of assignment and packaging**

1. Unless otherwise expressly agreed, the price stated in the order includes both the statutory value added tax and the costs of "free delivery" including packaging costs and any costs of transport insurance.
2. The purchase price shall only become due for payment after receipt of the defect-free goods, the delivery note, the supplier's proof of delivery, the other accompanying documents and the proper invoice.
3. Invoices must contain the order number, article number and order date stated in the order. All delays caused by this shall be borne by the supplier.
4. Unless otherwise expressly agreed with the supplier, we shall settle the supplier's invoice within 14 days of the due date with a 3% discount or within 30 days net.
5. eccovisions GmbH carries out up to two payment runs per week, whereby invoices can be paid up to three days earlier or four days later. Payments that are received late as a result of this shall nevertheless be deemed to be on time and eligible for discount.
6. Payments made by eccovisions GmbH do not mean that the deliveries or services are recognised as being in accordance with the contract.
7. eccovisions GmbH shall be entitled to rights of set-off and retention to the extent permitted by law.

8. The supplier is only authorised to assign existing claims to third parties with the express consent of eccovisions GmbH.
9. Insofar as packaging instructions have been specified, these must be complied with. Otherwise, the supplier must pack the goods in such a way that transport damage is excluded and the packaging is suitable for the intended means of transport. Additional costs due to culpable non-compliance with packaging instructions shall be borne by the supplier.

#### **IV. Delivery time**

1. The delivery date stated in the order is binding. Additional costs for any necessary accelerated transport in order to meet the delivery date shall be borne by the supplier.
2. The supplier is obliged to inform eccovisions GmbH immediately if circumstances occur or become apparent which jeopardise compliance with the agreed delivery date.
3. eccovisions GmbH reserves the right to postpone the delivery date. Early deliveries must be agreed in advance.
4. A delivery date shall only be deemed to have been met if the delivery is made Monday to Thursday between 07:00 and 16:00 and Friday between 07:00 and 11:45, the delivery is complete and all accompanying documents are available.
5. eccovisions GmbH shall be entitled to a contractual penalty of 1% of the order value per week, up to a maximum of 5%, if the supplier is culpably in default. Further claims for damages remain reserved.

#### **V. Transfer of risk, documents**

1. Unless otherwise agreed, the risk shall not pass until the goods are handed over at the place of business or at the named place of delivery of eccovisions GmbH.
2. The supplier is obliged to state the order number on the shipping documents. If he fails to fulfil this obligation, he shall be responsible for all resulting delays.

#### **VI. Subcontracting**

1. The subcontracting of orders to third parties is prohibited without the prior express consent of eccovisions GmbH.

#### **VII. Inspection for defects, liability for defects**

1. eccovisions GmbH is obliged to inspect the incoming goods for any deviations in quality and quantity within a reasonable period of time. A notification of defects shall be deemed to have been made in good time if it is received by the supplier within seven days of delivery of the goods or, in the case of hidden defects, within seven days of their discovery. A verbal or telephone complaint is sufficient.
2. In the case of goods that require special inspection (e.g. by measurements or external testing laboratories) or goods that have been delivered in special packaging (e.g. vacuum-packed products), the period for notification of defects shall be extended, taking into account the circumstances of the individual case.
3. eccovisions GmbH shall be entitled to the statutory warranty rights without restriction in the event of a defect. In particular, it shall be entitled to demand rectification or replacement delivery, to declare cancellation of the contract or to claim damages.
4. All costs incurred in connection with the rectification of defects, including transport, travel, labour and material costs as well as necessary travel expenses, shall be borne by the supplier. This applies in particular to the rectification of defects at the place where the goods complained about are located.
5. eccovisions GmbH's claims for defects shall become statute-barred within 36 months of delivery of the goods, unless a longer statutory or contractually agreed period applies. If the delivered goods are integrated into a building as intended and cause a defect there,

the limitation period shall be extended to 84 months, unless a longer period has been stipulated by law or contract.

#### **VIII. Export, ISO certification**

1. The supplier is obliged to inform eccovisions GmbH in writing when accepting an order if delivered goods or their components are subject to an export or export licence. Upon request, the relevant goods tariff numbers and all necessary documents for obtaining customs or other benefits must be provided.
2. If the supplier has a valid ISO certification, he must send this to eccovisions GmbH electronically without being asked.
3. All delivered goods and products must fulfil the requirements of EC Directive 2011/65/EU (RoHS). The supplier is obliged to prove this without being asked.
4. In addition, the supplier assures compliance with the provisions of EC Regulation No. 1907/2006 (REACH) and provides all necessary safety data sheets and documentation.

#### **IX. Product liability, indemnification, liability insurance**

1. The supplier shall be liable for all product damage caused in his area of organisation or control and for which he is liable to third parties. He is obliged to indemnify eccovisions GmbH against all claims for damages by third parties upon first request.
2. eccovisions GmbH is forced to carry out a recall due to a defect, the supplier shall bear all associated costs, in particular for transport, labour and disposal. eccovisions GmbH shall inform the supplier of the content and scope of the recall action before it is carried out and give him the opportunity to comment.
3. the supplier undertakes to take out product liability insurance with an appropriate minimum amount of cover per claim and to submit a corresponding confirmation of insurance on request.

#### **X. Industrial property rights**

1. The supplier warrants that the delivered goods do not infringe any industrial property rights of third parties in Germany or in the country of destination of the goods.
2. Should eccovisions GmbH be held liable by third parties due to an infringement of industrial property rights, the supplier shall indemnify eccovisions GmbH against all claims upon first request.
3. The supplier's obligation to indemnify shall also extend to all costs and expenses incurred by eccovisions GmbH in the defence against the claims.
4. eccovisions GmbH's claims due to infringements of industrial property rights shall become statute-barred 36 months after the transfer of risk of the goods.

#### **XI. Retention of title, provision of parts, tools, confidentiality**

1. eccovisions GmbH shall remain the owner of any parts provided to the supplier for further processing. Any processing or transformation by the supplier shall be carried out exclusively for eccovisions GmbH. Should the goods provided be processed or mixed with other goods not owned by eccovisions GmbH, eccovisions GmbH shall acquire co-ownership of the new item in the ratio of the value of the goods provided to the other processed items.
2. eccovisions GmbH retains ownership of all tools provided. These tools may only be used for the production of the ordered goods. The supplier is obliged to insure the tools at his own expense against fire, water damage and theft at the original price and to ensure that they are properly maintained and serviced.
3. The supplier undertakes to maintain strict confidentiality with regard to all illustrations, drawings, calculations and other business documents provided to him. This information may only be made accessible to third parties with the express consent of eccovisions

GmbH. The confidentiality obligation shall remain in force even after termination of the business relationship, unless the information is generally known.

## **XII. Applicable law, place of fulfilment, place of jurisdiction**

1. The law of the Federal Republic of Germany shall apply to all contractual relationships between eccovisions GmbH and the supplier to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).
2. Place of fulfilment for deliveries and services is the registered office of eccovisions GmbH.
3. If the supplier is a merchant, the court responsible for the registered office of eccovisions GmbH shall be the exclusive place of jurisdiction for all disputes. However, eccovisions GmbH is entitled to sue the supplier at his place of residence or business.