

# Conditions of purchase

As at: 2020



## § 1 – General, scope of application

Our following conditions of purchase (also available to view at [www.stocko-contact.com](http://www.stocko-contact.com) – Download – Conditions of Purchase) apply to all our contracts and orders, to all deliveries and services purchased by us, unless they are changed or excluded with our express written consent, even if the text is not sent to our contractual partner again through our inquiry or order. In particular, they shall also apply if our contractual partner provides its deliveries or services with our knowledge under deviating conditions. General terms and conditions of our contractual partner shall only become valid if we confirm them in writing. There is no need for a contradiction. Should individual provisions of these general conditions of purchase be or become invalid in whole or in part, the validity of the remaining provisions of the general conditions of purchase shall not be affected thereby. The omitted provision shall be replaced by a provision which comes as close as possible to the purpose of the omitted provision.

## § 2 – Conclusion of a contract

1. Our orders must be confirmed by our contractual partner within five working days, otherwise the order is deemed to be accepted.
2. The order confirmation from our contractual partner must state the price, discount, binding delivery date as well as all the numbers and references specified on our order.
3. Confirmations deviating from the order require our express approval. On delivery, our order conditions apply without deviation.
4. All agreements between us and the supplier must be set down in writing upon conclusion of the contract.

## § 3 – Prices, terms of payment

1. Unless otherwise agreed, the prices are «DDP INCOTERMS 2010» to the place of use specified by us, including packaging, customs, taxes and other duties.
2. We can only process invoices if they comply with the specifications in our order (see § 2 Para. 2). The order number shown there as well as all references and numbers of the contractual products shall be specified. The supplier is responsible for all consequences arising from non-compliance with this obligation. We are not responsible for delays in payment due to incorrect information on the invoice.
3. Unless otherwise agreed, payment by us shall be made within 14 days with a 3 % cash discount or within 30 days net from complete delivery / performance and the sending of a proper invoice, from the date the invoice is received.
4. The supplier is prohibited from offsetting its own claims against our receivables, unless these have been recognised by us or have been legally established.

## § 4 – Delivery, delay in delivery

1. The delivery date agreed upon between the contracting parties is a binding fixed date.
2. The risk of accidental loss or deterioration shall only be transferred to us on delivery to us or to the place of use designated by us or upon acceptance of the services by us or by the receiving point designated by us.
3. The supplier is obliged to inform us immediately in writing if circumstances occur or become apparent which indicate that the agreed delivery time cannot be met.
4. In the event of a delay in delivery, we are entitled to charge a contractual penalty of 0.5% for each day, but no more than 5 % of the order total. Further claims for damages on our part remain unaffected. An incurred contractual penalty shall be set off against the claims for damages.
5. The supplier is obliged to state our order number exactly on all shipping documents and delivery notes; if it fails to do so, delays in processing are unavoidable and we are not responsible for them.
6. The costs of transport insurance shall only be borne by us if we have expressly specified the insurance is to be taken out by the supplier. We are a customer that expressly waives shipping insurance.
7. The supplier may not have the order carried out by third parties without written consent. The same applies to the production site. Any relocation of production to another site requires the prior express consent of STOCKO.

## § 5 – Movement certificates, tariff preferences

1. In the case of imports, the supplier must deliver the goods with valid tariff preference documents (movement certificates) which are in accordance with the respective valid legal regulations of the European Union. Obligations to co-operate and possible claims for compensation by STOCKO in the event of demonstrable damage shall be regulated separately.

## § 6 – Warranty, inspection of defects

1. The supplier assures that its deliveries include all services which are necessary for correct, safe and economic use, that they are suitable for the intended use and correspond to the state of the art in science and technology. In rendering the services, it shall observe all the relevant standards, laws and legal regulations, in particular the relevant industrial safety, environmental protection, hazardous substances, dangerous goods and accident prevention regulations, as well as the generally recognised safety and occupational health rules. The supplier must inform us of any official permits and reporting obligations required to operate the delivery items.
2. The supplier's liability for defects is otherwise governed by the statutory provisions. In the case of a contract for the delivery of used goods, the warranty is one year. The place for subsequent performance (remedy of defects or delivery of a defect-free item) is the place where the defective product is used.
3. The supplier shall bear all costs for the subsequent performance. The rework costs, including personnel costs incurred for handling defects, shall be paid by the supplier. The supplier shall also reimburse expenses which we are legally obliged to bear on behalf of our customers and which are attributable to defects in the delivery received from it.
4. If the supplier fails behind with the replacement delivery or remedy of defects, we are entitled to carry out the replacement or remedy of defects ourselves or have it carried out by third parties at the supplier's expense. The same shall apply if the matter is urgent and the supplier cannot be reached in time or is not able to carry out the supplementary performance in time due to the urgency of the remedial action.
5. Only obvious defects which can be easily detected without inspection or which we have identified must be notified to the supplier without delay. If the supplier waives the objection of delayed notification of defects, § 377 HGB (German Commercial Code) shall not apply.

## § 7 – Product safety and environment

All the contractor's products shall be declared when submitting the offer, but at the latest when first delivered or sampled, taking into account the Internet database for substance declaration, [www.bomcheck.net](http://www.bomcheck.net). The BOMcheck banned and declaration list is an extract of the current bans and

restrictions on substances in the EU. Observance of this list does not release the contractor from the obligation to comply with all applicable German and European laws for the protection of health and the environment, in particular the ChemVerbotsV (German Chemicals Prohibition Ordinance) and the relevant European regulations. All substances marked as prohibited in the list must not be contained in the materials, products and auxiliary production materials to be supplied to us or be released during use. All ingredients classified in the list as declarable must be declared with their mass percentage if they are contained in the materials, products and auxiliary production materials to be supplied to us or if they can be released during use. If the composition of materials that have already been released changes, the contractor must obtain the customer's approval before making a new delivery. The procurement of energy services, products or equipment that have or may have an impact on the significant use of energy is carried out by evaluating and considering the energy-related services. Contractors are obliged to provide all necessary documents or information.

## § 8 – Product liability, release

The supplier must indemnify us on first request from all claims for damages which third parties assert against us on the basis of the provisions on tort, on product liability or by virtue of other provisions on account of errors or defects in the goods manufactured or supplied by us or by the supplier, insofar as such claims would also be justified against our supplier or are no longer justified merely because the limitation period has expired in the meantime. The supplier shall waive the statute of limitation defence if third party claims are asserted against STOCKO on account of the supplier's products. Under these conditions, the supplier shall indemnify us against any expenses, in particular the costs of legal disputes, which are brought against us because of such claims. Insofar as the claims asserted against us are also justified or are no longer justified merely because the limitation period has expired in the meantime, we shall have a pro rata claim for indemnification against the supplier, the scope and amount of which shall be governed by § 254 BGB (German Civil Code). The aforementioned claims shall also apply due to violations of safety or environmental protection regulations, insofar as the claims are attributable to services rendered by the supplier. The supplier is obliged to hold appropriate product liability insurance. The amount of cover must correspond to the value of the respective business relationship and the liability risk until the expiry of the limitation period for defects. If STOCKO is entitled to further claims for damages, these shall remain unaffected. At STOCKO's request, the supplier must present the details of the insurance cover (duration, coverage, scope and amount). Significant changes in the contract must be notified without being asked.

## § 9 – Trademark rights

The supplier shall ensure that the goods delivered by it and their use do not infringe any rights of third parties, in particular patents, utility models, industrial property rights, trade marks, equipment, business and trade secrets as well as other industrial property rights and copyrights and supplementary protection rights under competition law. It shall indemnify us against any claims made by third parties arising from any infringement of such rights. In addition, it shall bear all costs incurred by us as a result of third parties asserting the infringement of such rights and us defending ourselves against such claims.

## § 10 – Moulds and tools, documents, secrecy

1. Models, samples, drawings, illustrations, calculations, matrices, templates and other production and auxiliary production materials which we make available to our supplier or pay for remain or become our property. Our supplier undertakes not to make such objects accessible to third parties in any form without our express consent. For each case of culpable infringement of the above obligations, our supplier promises to pay us a contractual penalty of Euro 6,000.00 in each individual case.
2. The supplier shall have no right of retention to the items owned by us (Section 1) for any legal reason whatsoever. We are entitled to claim the items back at any time. This applies in particular in the event of non-delivery by the supplier or the application/opening of insolvency proceedings against its assets.
3. Our supplier is liable for loss, damage or misuse of documents or objects in accordance with Section 1 above, whereby it must also return them to us immediately after completion and execution of an order without special request.
4. The contracting parties mutually undertake to treat all commercial and technical details of the other party, which become known to them as a result of the cooperation and which are not public knowledge, as their own business secrets and to maintain absolute secrecy about them towards third parties. In particular, our supplier may neither copy nor use, for any purpose other than the contractual cooperation with us, any experiences, documents, technical and commercial details, recipes or other manufacturing instructions that become known to it as a result of the cooperation with us. For each case of violation of the aforementioned obligations, the contracting parties promise to pay a contractual penalty of Euro 6,000.00 in each individual case. Asserting a claim for damages remains unaffected by this.

## § 11 – Place of performance, place of jurisdiction, applicable law

1. The place of performance and place of jurisdiction for deliveries, services and payments including actions on a cheque or bill of exchange as well as all disputes arising between the parties is Wuppertal.
2. The business relationships between the parties are exclusively governed by the law applicable in the Federal Republic of Germany excluding international sales law, in particular the UN Convention on Contracts for the International Sale of goods and other agreements for standardising sales law.

## § 12 – Data storage

1. STOCKO shall be entitled to process data received in connection with the business relationship in compliance with the Federal Data Protection Act.