1. General / Area of Application
1.1 Our conditions of purchase shall apply exclusively; general terms and conditions of business of the supplier to the contrary shall not be acknowledged unless expressly agreed by us in writing.
1.2 The conditions of purchase shall apply without regard to the selection of the delivery location and in the event of participation in tender proceedings.
1.3 Our conditions of purchase shall apply exclusively vis-à-vis companies, legal entities under public law and legal entities of special assets under public law.

2. Order / Order Documents / Maintenance of Secrecy
2.1 The supplier shall be entitled to order documentation and trade secrets.
2.2 We reserve proprietary and intellectual property rights to illustrations, drawings, calculations, data, provided data storage media, technical specifications, requirement specifications and other documents - hereinafter referred to as "information" - they must not be made accessible to third parties.

3. Delivery
3.1 The supplier shall examine our inquiry and/or order, in particular in respect of its plausibility, practicability, completeness etc. and inform us immediately of any deficiencies.
3.2 The supplier shall be obligated to maintain secrecy in connection with the written or oral notification regarding the placement of the order, the production of the tool and/or the production of or/and processing of the order. This shall be returned to us without special request after termination of the business connection.

4. Price Terms
4.1 The prices specified in our inquiry or order shall apply in accordance with the delivery location and delay.

5. Production
5.1 The supplier shall guarantee that the supplied goods abide by the samples and are in accordance with the contractual agreements. Insofar as 5.4 The supplier shall guarantee due and complete checks during the course of production in respect of the contract products. He shall be obligated to immediately inform us in writing of any defects or shortcomings.
5.5 Before beginning production the supplier shall guarantee that he only uses ingredients that originate from third-party suppliers who guarantee the quality of essential hygiene and quality controls.

6. Contract Penalties
6.1 In the event that nothing else has been agreed in writing, we shall pay the invoice amount minus 3 % discount within 14 days from delivery and performance of the order or receipt of the invoice within 30 days after receipt of the invoice.
6.2 On demand, we shall be entitled to offsetting within the company group. On demand, we are prepared to inform the supplier in writing which enterprises of the group the offset shall be made against.

7. Inspection / Information / Network Access
7.1 In the event that there are possible deviating agreements regarding purchasing and using the goods of a products or comparable products, in particular in the media, we shall be entitled to ascertain overall conditions with respect to it returns andיure in the interest of the supplier.
7.2 We reserve the right to the assertion of possible claims and rights in excess of this, in particular withdrawal, compensation for damages instead of performance, from receipt of the delayed delivery/ performance. The imposed contract penalty shall be offset to reduce possible claims for compensation.
7.3 The supplier shall undertake to process data in accordance with the relevant valid laws (in particular in the area of health protection) and the supplier shall undertake to support us in exporting the products, in particular as regards the declaration duties regarding the green dot as a financing mark for the collection, sorting and recycling of the packaging or other private sector schemes similar to the Dual System.

8. Technical Documents
8.1 Upon request, the supplier shall provide us with the documents required for this purpose. We shall be entitled to exchange undamaged Euro pallets upon delivery. Replacement will not be provided for damaged Euro pallets. Moreover, he shall be obligated to provide us immediately with the necessary details/information in respect of certain goods as enquired about. The assertion of any deficiencies in this connection shall only be effective following our written declaration.

9. Inspection / Information / Network Access
9.1 The supplier shall guarantee that the products he supplied are not genetically modified foodstuffs as defined by the pertinent provisions (directives (EC) no. 1829/2003 and (EC) 1830/2003 and future regulations) and/or do not contain any foodstuffs, additives or flavoring agents which he is entitled vis-à-vis the transport insurer; we hereby accept this assignment.

10. Liability
10.1 The supplier shall be liable to the extent provided for under statutory law for the efficiency of the access security or for breakdowns in the aforementioned access network.

11. Miscellaneous
11.1 In the event of failure to observe the provisions contained in the order must be adhered to. We reserve the right to the assertion of possible claims and rights in excess of this, in particular withdrawal, compensation for damages instead of performance, from receipt of the delayed delivery / performance. The imposed contract penalty shall be offset to reduce possible claims for compensation.
11.2 In case of default, we shall be entitled to demand compensation for damages on account of material and immaterial damage, in particular for the loss of remuneration. In addition, we shall also be entitled to demand compensation for delayed performance of obligations.
11.3 If the supplier for export purposes shall be provided free of charge by the supplier. Irrespective of this, the supplier shall be obligated to provide us with the documents required for this purpose. We shall be entitled to the rights of the supplier for export purposes shall be provided free of charge by the supplier. Irrespective of this, the following advance notice, we shall be entitled to demand compensation for damages instead of performance, and/or claim for reimbursement of expenses.
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10. Trademark Rights

10.1 The supplier shall guarantee that the items supplied by him and the performance provided by him conform to the intended use, the best available technology as well as the pertinent legal provisions, regulations and guidelines of authorities, accident prevention and insurance associations, professional associations, the safety, industrial safety, accident prevention, pertinent standard DIN, VDE and other regulations. Recommendations by these authorities that become a regulation within a one-year period, shall be taken into account. In the event that the supplier does not comply with the necessary standard, the supplier must call our attention in this respect. The vendor's warranties shall be affected by this consent.

10.2 In the event that discrepancies arise between the parties to this contract within the framework of the handling of this contractual relationship regarding the content of terms or symbols, quality requirements, format requirements or similar, adherence as a minimum is to the respective pertinent DIN/VDE standards as well as our respective general work standards, our electronic work standards as well as our mechanics work standards applied to the work agreed as referred to, without prejudice to our regulation in no. 10.4.

10.3 In the event that a DIN/VDE standard is amended after conclusion of contract but before production, the delivery shall be obliged to take the requirements of the new standard into account reasonably. The supplier does not have to carry out fundamental amendments to the machinery and other items referred to in this respect by means of savings in time or financial expenditure. He shall, however, inform us in writing in the case of fundamental amendments in order to put us in a position to come to a modification agreement in this respect.

10.4 We shall waive our rights of complaint and warranty by accepting or confirming models, drawings, payments or similar.

10.5 In the event that the supplier does not agree to the terms of the contract as agreed, we shall be entitled to withdraw from the contract.

10.6 We shall immediately inform the supplier in writing of defects as soon as they are determined according to the conditions of the ordinary course of business. Inasmuch, the supplier shall waive the right of notification of defects if a quality assurance agreement exists, the separateness of inspection provisions as stipulated herein shall apply in respect of the delivery and requirements to give notice of defects.

10.7 We shall be entitled to undisturbed legal warranty claims.

10.8 We shall be entitled to examine the goods for any deviations in quality and quantity within reasonable time limits; in any event, the complaint shall be in good form as is noticed by us. The supplier shall be entitled to confirm the written complaint in written form without prejudice to our right to demand a revised delivery.

10.9 In accordance with Articles 433 para. 1, clause 2, 433 BGB (German Civil Code) (purchase contract) or Article 383 para. 1, 2 BGB (commercial code) the supplier shall, in particular, be responsible for the supplied goods in the service offered conforming to the respective purchase sample or service as well as the legal and agreed quality and condition standards, the specifications of services, and in the absence thereof all to the customary quality conditions and they that are deviated from quality and legal imperatives in this respect as defined by the law, in particular by the Product Liability Law. The supplier shall guarantee that valid regulations including the packaging regulations and labelling regulations are not infringed by the sales and marketing of the supplied goods and/or by the utilisation of the contractual service. Third party rights are not infringed and/or the goods and/or work performance satisfy requirements under public law and/or under compulsory regulations. It is guaranteed to us, the buyer, for a guarantee period concerning the products/parts/conditions and/or on life, designations, descriptions, accompanying documents and/or advertising messages and/or for duration and use and any instructions are correct, legally acceptable, complete, understandable in the German language or at our request composed in appropriate foreign languages.

10.10 We shall be entitled to withdraw from the contract in the case of hidden defects as from time of determination; without prejudice to deviating regulations in a quality assurance agreement.

10.11 The supplier takes over all product liability insurance relating to all risks and with a limit of indemnity of at least 5.0 million Euro. We shall be entitled to call our attention in this respect. The purchase price of all goods subject to retention of title is determined by us and subject to the supplier, to a simple registration of title in favour of us agreed. The supplier shall keep our sole ownership of the goods inourse.

10.12 The agreement on an extended and/or expanded retention of title in favour of the supplier shall pre-suppose that we have come to a written irrevocable agreement with him in this respect.

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10.14 In the case of items that according to their usual manner of application are used for a building, the warranty period shall be 66 months and 36 months for parts.

10.15 In the case of a delivery, the values determined during our incoming goods inspection shall be authoritative for the number of pieces, weights, measurements and other values. In the event that deviations from these regulations shall become necessary in an individual case, the supplier must obtain our written consent in this respect.

10.16 We shall immediately inform the supplier in writing of defects as soon as they are determined according to the conditions of the ordinary course of business. Inasmuch, the supplier shall waive the right of notification of defects if a quality assurance agreement exists, the separateness of inspection provisions as stipulated herein shall apply in respect of the delivery and requirements to give notice of defects.

10.17 We shall be entitled to undisturbed legal warranty claims.

10.18 We shall be entitled to examine the goods for any deviations in quality and quantity within reasonable time limits; in any event, the complaint shall be in good form as is noticed by us. The supplier shall be entitled to confirm the written complaint in written form without prejudice to our right to demand a revised delivery.

10.19 In case supplementary performance fails, we shall be entitled to the legal defect in quality claims. This shall apply in particular to claims for defects as defined by the law, in particular by the Product Liability Law. The supplier shall guarantee that valid regulations including the packaging regulations and labelling regulations are not infringed by the sales and marketing of the supplied goods and/or by the utilisation of the contractual service. Third party rights are not infringed and/or the goods and/or work performance satisfy requirements under public law and/or under compulsory regulations. It is guaranteed to us, the buyer, for a guarantee period concerning the products/parts/conditions and/or on life, designations, descriptions, accompanying documents and/or advertising messages and/or for duration and use and any instructions are correct, legally acceptable, complete, understandable in the German language or at our request composed in appropriate foreign languages.

10.20 We shall be entitled to withdraw from the contract in the case of hidden defects as from time of determination; without prejudice to deviating regulations in a quality assurance agreement.

10.21 The supplier takes over all product liability insurance relating to all risks and with a limit of indemnity of at least 5.0 million Euro. We shall be entitled to call our attention in this respect. The purchase price of all goods subject to retention of title is determined by us and subject to the supplier, to a simple registration of title in favour of us agreed. The supplier shall keep our sole ownership of the goods inourse.

10.22 The agreement on an extended and/or expanded retention of title in favour of the supplier shall pre-suppose that we have come to a written irrevocable agreement with him in this respect.

11. Choice of Law

11a. Code of Conduct

11b. The supplier undertakes to comply with and implement the current version of the BSCI (Business Social Compliance Initiative) code of conduct. The currently applicable BSCI code of conduct can be inspected and accessed at http://www.bsci-eu.com/index.php?id=2034. The supplier is obliged to keep himself continuously informed of new or changed agreements in the latest version. The information is available to the supplier free of charge. Failure to comply with the conditions represents a fundamental breach of contract on the part of the supplier.

11c. The supplier must document and on our request produce evidence in any way by means of verifiable documents of the observance and implementation of the requirements of the BSCI code of conduct, in particular the social and environmental standards.

11d. In the event of an infringement by the supplier of the requirements of the BSCI code of conduct, we shall be entitled to terminate the contractual relationship for good cause without observing a notice period after the scarcely avoidable expiration of a time limit set for remedial action or after an ineffective warning. The setting of a time limit or going of a warning is not required in those cases of § 233 para. 2 BGB (German Civil Code). Our right to claim damages is not excluded as a result of the termination.

11e. If a claim is lodged against us by a third party because of an infringement of the requirements of the BSCI code of conduct and this is based on conduct attributable to the supplier, the supplier is obliged to indemnify us from these claims upon the first written request. This indemnification obligation also relates to all expenses which we incur necessarily from or in connection with the claim made by a third party.

12. Place of Jurisdiction / Place of Performance

12.1 Inasmuch as the supplier is a businessperson, legal entity under public law or a legal entity of special public under public law, the register office of the purchase company shall be the place of jurisdiction. We shall, however, also be entitled to bring action against the supplier at the court at his place of residence.

12.2 Inasmuch as another agreement has not been reached, the place of performance shall be the factory to be supplied in each case. Inasmuch an alternative agreement has not been reached, the place of performance for payments shall be Allerheiligen, the registered office of allerheiligen GmbH.

17. Choice of Law

17a. German law shall apply including the United Nations Convention on Contracts for the International Sale of Goods (CISG), always however in compliance with the contents of these conditions of purchase.