



Conditions of purchase – Status December 2008

1. General regulations

- 1.1 For all orders for Fuchs+Sanders Schrauben-Großhandels GmbH + Co. KG – hereinafter referred to as F+S – only these conditions apply, unless agreed otherwise. Conditions of the contractor – hereinafter referred to as the contractor/supplier – in his AGB or order confirmation or deliveries does not mean recognition of these conditions.
- 1.2 With the first delivery under the current conditions of purchase, the supplier also recognises their exclusive coverage for all further orders.
- 1.3 Orders and contracts are binding when made in writing or when they have been confirmed in writing.

2. Delivery and despatch

- 2.1 The delivery takes place according to the order or the following instructions by F+S on the agreed dates. The supplier will indicate any changes of date immediately.
- 2.2 The supplier has to keep to the shipping instructions of F+S and the carrier or the freight carrier. The order and article number of F+S are given in all despatch documents, letters and invoices.
- 2.3 Costs of transport including packaging, insurance, and all other additional costs are borne by the supplier, unless expressly agreed otherwise.

3. Delivery times, delivery dates

- 3.1 The delivery times or dates mentioned in the orders are binding and are understood to mean the arrival at the place of fulfillment. If a calendar week is agreed as the delivery time, the goods have to be delivered to us at the latest at the close of our business on the Friday of the respective calendar week.
- 3.2 F+S is entitled to refuse the acceptance of goods which are not delivered by the delivery time given in the order, and to return them to the supplier at his cost and risk. If a refusal does not take place, the goods will be stored by us at the cost and risk of the supplier. We accept partial deliveries only upon express agreement. Short delivery or excess deliveries are only allowed with standard goods, but need our approval, if they exceed 10 %.



3.3 If the delivery time is delayed due to reasons represented by the supplier, we are entitled to demand a fee from the supplier of 1 % of the delivery value which was not delivered on time from the start of the delay, for each week of the delay, up to a maximum of 10 % of this delivery value.

4. Quality and acceptance

4.1 The supplier is obliged to carry out quality controls corresponding to the current state of the art and to provide proof of this on demand. We reserve the right to substantiate the type and scope of the quality assurance by completing a corresponding agreement.

4.2 F+S reserves the right to inspect the goods immediately upon receipt for clear and visible deficiencies, and to only then accept them. In the case of a contest, the supplier can be charged the costs of the examination and the replacement delivery. The notice period is respectively 30 days from the identification of faults. The supplier waives the objection of the delayed indication regarding hidden faults during the warranty period.

4.3 For measurements, weights and quantities of a delivery, the values determined during the entry of goods are binding.

5. Prices and payment conditions

5.1 The agreed prices are fixed prices. If no special agreement is made, these prices are delivered duty free from the plant (DDP acc. to Incoterms 2000) including packaging. Value added tax is not included. The supplier bears the risk of damage up to the receipt of the goods by us or by our delegate at the place where the goods have to be delivered according to the order.

5.2 Invoices have to be generated immediately after the shipment of the goods, indicating the order and article number. Value added tax has to be shown separately.

5.3 If no special agreement has been made, payment of the invoice will take place either in 14 days with a 3 % discount or within 30 days after deductions from the due date of the claims for payment and receipt of the invoice and the goods or provision of the service. The payment takes place under the proviso of the audit.

6. Offset and surrender

6.1 The supplier shall only be offset with undisputed or legally binding demands.



6.2 The surrender of demands against F+S is only effective with our written consent.

7. Warranty

7.1 The warranty obligation of the contractor depends on the statutory regulations, unless something else results in the following way: The supplier exempts F+S from a first demand from third parties, which result from faults, infringement of rights of third parties or product damages of his delivery due to his causation. The supplier ensures the existence of an appropriate product liability insurance.

7.2 The warranty period is at least 12 months from delivery to the place of fulfillment. If the statutory warranty period is longer, this is valid.

7.3 In case of defective delivery, the supplier has to provide a free replacement according to the choice of F+S, a price reduction according to the legal requirements with regard to the reduction, or to remove the fault free of charge. In urgent cases, F + S is entitled – after consultation with the supplier – to carry out the removal of faults at the cost of the supplier, or to have them carried out by a third party or to provide replacement in another manner. The same applies if the supplier is in arrears with his warranty obligation. If the excess of the maximum percentage of faults is found in the checking procedure according to the order, F+S is entitled to claim a warranty claim with regard to the total delivery or to check the whole delivery at the costs of the supplier – after previous consultation with the supplier.

7.4 The supplier is liable for replacement deliveries and repair works to the same extent as with the original delivery object, that is, also for transport, shipping and handling costs, without limitation to these. The warranty period for replacement deliveries starts at the earliest on the day of the arrival of the replacement delivery.

7.5 The contractor is obliged to reimburse reasonable charges for a product recall due to product liability laws. A message for comments to the contractor will previously take place as soon as possible by F + S.

8. Information and data

Drawings, designs, samples, production rules, data internal to the company etc., which we have submitted to the suppliers for a quote or for carrying out an order, will remain our property. They are not allowed to be used for other purposes, duplicated or passed on to third parties, and have to be stored safely.



9. Rights of third parties

The supplier ensures that rights of third parties are not opposed to the intended use of the bought goods, especially those rights of third parties are not infringed. If F+S is nevertheless called upon due to a possible infringement of rights of third parties, as e.g. of copyright, patent and other rights, the supplier will release us therefrom and from any payment connected therewith.

10. Data protection

The contractor declares his revocable consent that disclosed person-related data are handled or processed in adherence to the legal requirements.

11. Place of fulfillment

The place of fulfillment for all obligations from this contract is Osnabrück.

12. Choice of law and place of jurisdiction

Jurisdiction for deliveries and payments, claims arising from cheques and drafts, and other rights and obligations resulting from the business with merchants and persons who do not have general jurisdiction in Germany, is Osnabrück. We can also sue the supplier at the court of law responsible for his domicile or the corresponding place of arbitration

The German law applies exclusively with the exclusion of the conflict of laws and the Uniform Law on the International Sale of Goods (CISG). The Incoterms 2000 apply.

13. Severability clause

If individual conditions of this AGB should be or become null and void, the conditions remain effective for the remainder.

Fuchs + Sanders Schrauben Großhandels GmbH & Co. KG
Albert-Brickwedde-Str. 5
49084 Osnabrück