1. Offers, Orders
1.1 The Supplier shall submit offers to us free of charge, and such offers shall be binding for a period of 14 days from the date of their dispatch.
1.2 The Supplier agrees for construction works to furnish the place of receipt of the goods.
1.3 Our orders and other statements are only binding on us when we have expressly acknowledged them in writing.

2. Supplies and Services
2.1 The Supplier shall provide his supplies and services in good and workmanlike condition, in new and packaged form in accordance with the relevant product and deliver them, on schedule, to the place of receipt stated in the order.
2.2 Any further requirements are specified in the order; the Supplier warrants to provide the supply/service in good marketable condition and - insofar as DIN, VDE, VDI or equivalent standards exist - in accordance with the latter as well as in accordance with the legal and technical rules applying at the designated place of receipt of the delivery item/service.

3. Prices
3.1 All prices are quoted as fixed prices excluding VAT.
3.2 The prices include the payment for all supplies and services entrusted to the Supplier (including any necessary certificates, drawings, valuations etc. in the language required by and agreed with us).
3.3 All prices are quoted free at the place of use specified by us; DAP according Incoterms 2010.
3.4 Any additional services shall be paid for by us only if the Supplier has been commissioned by us accordingly in writing prior to commencement of work by the Supplier.

4. Dates, Deadlines
4.1 The deadlines agreed with the Supplier begin to run upon contract conclusion. Dates for delivery and completion shall strictly be complied with.
4.2 If it appears that a date is possibly not going to be met, the Supplier shall immediately inform us in writing of the reason and the expected length of the delay. Notwithstanding this, any delay on the part of the Supplier shall initiate the statutory consequences of default.

5. Contractual Penalty
5.1 In the event of a failure to meet agreed dates and deadlines, the Supplier shall pay to us a contractual penalty amounting to 0.1% of the price of the relevant contractual supply and/or service, per each calendar day of default by the Supplier, up to a maximum of 5% of the agreed price - even if several dates / deadlines were not met within the scope of the relevant contract.
5.2 Reservations with regard to the contractual penalty can be made up to final payment.
5.3 Payment of the contractual penalty will not discharge the Supplier from complying with the contractual obligations and possible further (damage) claims.

6. Production Inspections, Final Checks, Weight
6.1 We reserve the right during production and prior to delivery to check the quality of the material used by the Supplier, the accuracy of the quantities and bindings of the parts manufactured and the observance of other regulations at the Supplier.
6.2 We are entitled to reserve the right to carry out a final check of the completed delivery item/service in the Supplier's works either ourselves or through a third party instructed by us. The costs for such work shall be charged to the Supplier, with the exception of the costs for the personnel assigned by us.

7. Packing, Dispatch, Acceptance
7.1 The Supplier shall provide suitable packaging at his own expense.
7.2 On the day of the departure of the consignment, the Supplier shall transmit to us a notice of dispatch in triplicate quoting our order number, the quantity dispatched and the exact description of the goods. Each consignment is to be accompanied by a packing slip in neutral form which shall contain the same information. In case of any inquiries concerning the packing slip, we are entitled to refuse acceptance of the consignment at the expense of the Supplier and/or to place the Supplier’s account resulting from the above-mentioned refusal for settlement.
7.3 We are not obliged to accept part, excess or short deliveries which have not been agreed. The specified dimensions and weights established upon receipt of the goods shall be decisive.
7.4 In the case of force majeure, strikes and lockouts as well as other unforeseeable circumstances beyond our control, we are entitled to refuse acceptance of the relevant delivery item/service.

8. Risk, Furnished Equipment, Reservation of Title
8.1 Unless otherwise agreed in writing, the risk of accidental loss and damage during transit shall be borne by the Supplier until delivery and/or acceptance at the place of receipt specified in our order.
8.2 The Supplier is liable for the loss of and damage to goods furnished to him. He shall inform us immediately about any impairment of such goods.
8.3 Goods furnished by us are treated and processed on our behalf and at our expense and payment. Any defects in the new product produced, i.e. in proportion of the value of our order to the value of all goods used in the production as well as the Supplier’s performance, shall be at the Supplier’s risk. To this extent, the Supplier holds the goods for us free of charge. The same applies if our property should be lost through blinding or combination.
8.4 The Supplier may use all documentation and data which we make available to him only for the purpose of handling an order and/or to perform its duties under the contract and he shall carefully and protect them against access by third parties. They shall be returned to us - together with all transcriptions or copies - immediately and unconditionally upon inquiry or after execution of the delivery ordered. The Supplier may not, without our consent, entrust the data to third parties for a period of 15 years and allow us to inspect such documentation at any time upon demand.
8.5 A claim for damages shall be raised against us by third parties as a result of a defect in the product, the Supplier shall hold harmless and indemnify us against such claims insofar as the damage has been caused by the raw materials or partial processing. Any additional services rendered by the Supplier shall be reimbursed by us.

9. Invoices and Payments
9.1 After completion of the contractual supply and/or service, the Supplier shall submit invoices to us for each order, separately and in triplicate, quoting the order number and date, call number and description of the delivery item/service of the delivery note. The VAT shall be shown separately in each case. In the absence of these details or if they are incorrect or incomplete, default in payment shall not arise.
9.2 The Supplier agrees to include in all invoices not only the turnover tax identification number, but also - clearly visible - the tax identification number allocated to him by his responsible local tax office.
9.3 We make payment after receipt of the delivery item and the invoice. Invoices for a delivery item/service are due within 30 days with 2% discount or within 60 days without discount. A delivery executed prior to the agreed date does not affect the period for payment.
9.4 Contrary to § 286, para. 3 BGB, we shall be in default only if the condition of § 286, para. 1 or para. 2 BGB applies. Unless the Supplier can provide evidence of higher damage, our obligation to pay for the delivery item/service is limited to a maximum of 5% per annum.

10. Assignment, Set-Off, Retention
10.1 Without our written approval, the Supplier is not entitled to assign claims directed against us, either in whole or in part, to third parties. For assignments in advance within the framework of a receivables business, the Supplier, the approv- 
si.e. only so far as the provision that a set-off by us with counterclaims acquired subsequent to notice of such assign-
10.2 Set-off with counterclaims of the Supplier is admissible only insofar as these claims are not disputed and are or have been finally established.
10.3 The rights of retention and to refuse performance may be exercised by the Supplier only if his counterclaim is based on the same contractual relationship and, furthermore, the condi-
11. Defects
11.1 The Supplier warrants that the delivery item/service has the contractually agreed characteristics, corresponds to the relevant description, is suitable for the purpose and does not have any defects which cancel or reduce its value or suitability for the normal purpose of the contract. In addition, the Supplier is liable for the fact that neither the delivery nor the contractual usage of the delivery item/service will infringe the rights of third parties, in particular patents or other industrial property rights.
11.2 In the case of a defective delivery item/service, we shall be entitled - without limitation - to the statutory warranty claims subject to the provision that the period for claims of § 377 HGB is at least 8 working days. In the case of hidden defects, in particular those appearing during processing or commissioning of the delivery item/service, the period for claims only com-
11.3 The period of limitation for defects of quality and in title depends on the statutory provisions.

12. Damages and Liability
12.1 Claims for damages and compensation of expenses (hereinafter jointly referred to as ‘damages’) of the Supplier against the company can only be raised under the condition that the Supplier is in default in law, unless they are based on the provisions of the Product Liability Act, on an intentional or grossly negligent violation of contractual or legal obligations on our part, on injuries to health and physical injuries to the Supplier due a violation of duties for which we are responsible, a warranty promise for the existence of a characteristic feature or the violation of essential contrac-
12.2 In the event of a defect in the delivery item/service, the Supplier will retain the latest state of science and technology and comply with all compulsory legal provisions. The Supplier will carry out a detailed functional and quality check prior to delivery and document adequate all measures taken to fulfill these obligations, he will keep this documentation for a period of 15 years and allow us to inspect such documentation at any time upon demand.
12.3 Should a claim for damages be raised against us by third parties as a result of a defect in the product, the Supplier shall hold harmless and indemnify us against such claims insofar as the damage has been caused by the raw materials or partial processing. Any additional services rendered by the Supplier shall be reimbursed by us. Otherwise, the Supplier shall be liable in accordance with the statutory provisions.

13. Certified Company

14.1 We are entitled to store the data relating to our Supplier on computer and to process and use these data for the pur-
14.2 The Supplier is obliged to strictly comply with our security instructions for external companies as well as, in the case of orders involving classified material, with the relevant applicable issues of our suppliers and contractors (both hereinafter referred to as ‘Suppliers’).

15. Place of Fulfilment, Jurisdiction, Applicable Law
15.1 The place of fulfillment for all supplies and services to be rendered by the Supplier is the place of receipt specified by us in each case.
15.2 The sole place of jurisdiction with regard to all disputes resulting from or in connection with these terms and conditions is Bremen (courts of the City of Bremen). At our discretion, we also have the right to enforce claims against the Supplier also at the courts with jurisdiction over the district of the delivery address of the Supplier.

16. Partial Invalidity
If parts of these terms and conditions of a contract for supplies and services of which these Terms and Conditions form part are to be or become invalid, the validity of the remaining provisions of the relevant contract shall not be affected therewith.