General Terms and Conditions of Purchase of projekt w – Systeme aus Stahl GmbH

- Stand: 07.10.2025 -

§ 1 General Provisions

1.1 These General Terms and Conditions of Purchase apply to all – including future – orders of goods and services and their processing by projekt w – Systeme aus Stahl GmbH (hereinafter referred to as "Purchaser") with its suppliers (in particular for all contracts for work, contracts for the supply of goods, purchase agreements, and license agreements), unless expressly agreed otherwise. A prerequisite for the application of these General Terms and Conditions of Purchase is that the contractual partner (Supplier) is an entrepreneur (§ 14 German Civil Code – BGB).

1.2. These General Terms and Conditions of Purchase apply exclusively. Conflicting, deviating, or supplementary general terms and conditions of the Supplier shall only become part of the contract if and insofar as the Purchaser has expressly agreed to their validity in writing. This requirement of consent applies in all cases, for example even if the Purchaser, with knowledge of the Supplier's terms and conditions, accepts the Supplier's services without reservation.

§ 2 Offer, Offer Documents

2.1 The Supplier must strictly adhere to the Purchaser's enquiry regarding the quantity and quality of the goods to be delivered and must explicitly point out or inquire about any deviations. Before concluding the contract of which these General Terms and Conditions of Purchase form a part, the Supplier is obliged to expressly inform the Purchaser if the goods to be delivered are not fully suitable for the use notified to the Supplier or assumed under the contract. This also applies if handling the delivery may involve particular health, safety, or environmental risks, or atypical damage risks or damage amounts.

2.2 The Supplier's offer must be submitted free of charge and is binding.

2.3 Orders as well as telephone or verbal supplements, amendments, and side agreements are only legally binding for the Purchaser if confirmed in text form. Call-off orders may also be issued in text form. The cancellation of this text form requirement must also be made in text form.

§ 3 Order Confirmation, Acceptance, Contractual Content

3.1 Unless these are call-off orders, the Supplier is obliged to confirm the order without delay – at the latest within two working days from the date of issue. If the order confirmation does not reach the Purchaser within this period, the Purchaser reserves the right to withdraw the order. If the Supplier does not receive a written cancellation from the Purchaser, the order remains valid. Call-off orders become binding at the latest if the Supplier does not object within two working days of receipt. In addition to the order confirmation, the execution of the order – in particular delivery, partial delivery, or the acceptance of payments – constitutes full acceptance of these purchase conditions.

§ 4 Prices

4.1 Agreed prices are maximum prices unless otherwise agreed. A payment made by the Purchaser does not imply acceptance of contractual conformity or the correctness of the calculation. All warranty claims of the Purchaser remain unaffected.

4.2 Where delivery terms such as "free domicile", "free … destination", or "free/franco" apply, the price includes transport costs, packaging, insurance, and all other incidental expenses.

4.3 In the case of non-prepaid delivery, the Purchaser only assumes the lowest freight costs unless a specific shipping method is prescribed in writing.

§ 5 Delivery

5.1 The agreed delivery dates and deadlines are binding and must be adhered to under all circumstances. Imminent delivery delays must be communicated to the Purchaser in writing at the earliest possible time.

5.2 Only events of force majeure may release the Supplier from complying with the agreed delivery time. Any hindrances must be communicated to the Purchaser immediately upon their occurrence or foreseeability, including the expected duration of the delay. This enables timely alternative measures. The Supplier must provide proof of the hindrance upon request. The newly communicated delivery date then constitutes a fixed date within the meaning of § 376 German Commercial Code (HGB), even if not expressly referred to as such.

5.3 Compliance with the delivery date or deadline is determined by the arrival of the goods at the Purchaser's premises or, in the case of direct shipments, at the Purchaser's customer.

5.4 Partial deliveries require the Purchaser's consent.

5.5 Excess or short deliveries are only permitted with the Purchaser's written approval.

5.6 If the Supplier is in delay, the Purchaser has all statutory rights. In particular, after unsuccessful expiry of a reasonable grace period set by the Purchaser, the Purchaser is entitled to claim damages in lieu of performance.

5.7 The Purchaser is also entitled to refuse acceptance of goods not delivered at the agreed delivery date and to return them at the Supplier's expense and risk or store them with third parties.

§ 6 Acceptance

6.1 Upon arrival, the Purchaser will inspect the goods within what is technically possible and reasonable for quality and completeness.

6.2 Notice of defects is timely if received by the Supplier within eight working days by letter, fax, or email.

6.3 The period for giving notice of defects begins at the time when the Purchaser, or in the case of direct shipments, its customers discovered or should have discovered the defect.

6.4 Acceptance of late delivery does not constitute a waiver of any rights or claims of the Purchaser. Statutory provisions on material and legal defects continue to apply.

§ 7 Payment

7.1 Payment requires submission of an invoice that specifies the order number, article number, service date, and separately shows VAT.

7.2 Unless otherwise agreed or unless more favorable conditions apply, payment is made within 14 days with 3% discount or within 30 days net.

7.3 Payment and discount periods begin upon receipt of the invoice, but not before receipt of the goods or, in the case of services, not before acceptance. If documentation, test certificates (e.g., certificates of compliance), or similar documents are part of the scope of delivery, payment periods only begin after their proper submission.

7.4 Payments are made by bank transfer. A payment is considered on time if the transfer is instructed to the bank on the due date.

7.5 If the Purchaser makes payment before the conditions of § 7.1 are met, this is subject to the correctness of price and calculation in the subsequently issued invoice.

§ 8 Warranty

8.1 The Supplier must deliver goods free from material and legal defects. In particular, the Supplier warrants that deliveries comply with recognized technical standards and the agreed properties and norms.

8.2 If the goods are defective, the Purchaser has all statutory rights.

8.3 The Purchaser may claim reimbursement of expenses incurred in connection with defects that it has to bear towards its customers, provided the defect existed when risk passed to the Supplier.

8.4 Replacement deliveries and repair work are subject to the same liability as the original delivery, including transport, travel, and labor costs. The warranty period for replacement deliveries begins at the earliest on the date the replacement goods are received.

8.5 Instead of the rights under §§ 8.2 and 8.3, the Purchaser may require the Supplier to assign all claims against upstream suppliers related to defective goods or missing guaranteed properties. The Supplier must provide all necessary documents for asserting these claims.

8.6 A Supplier delivering products intended for installation in motor vehicles or commercial vehicles must ensure suitability for such use. Products are deemed intended for this purpose if
- their use is expressly agreed in the contract, or
– their use in such vehicles is common or widespread for items of the same type.
The Supplier must prove the existence of a recall insurance policy with sufficient coverage upon concluding the contract.

§ 9 Declarations of Origin

If the Supplier issues declarations regarding the origin of the goods, the following applies:

9.1 The Supplier must enable verification of origin certificates by customs authorities and provide all necessary information and confirmations.

9.2 The Supplier must compensate the Purchaser for any damages resulting from the declared origin not being accepted due to

incorrect certificates or lack of verification options unless the Supplier is not responsible.

§ 10 Set-Off and Assignment

10.1 The Supplier may only offset uncontested or legally established claims against the Purchaser.

10.2 Assignment of claims against the Purchaser is only valid with the Purchaser's written consent.

§ 11 Information and Data

Drawings, designs, samples, manufacturing specifications, internal company data, tools, equipment, etc., provided by the Purchaser for quotation or contract execution remain the property of the Purchaser. They may not be used for other purposes, duplicated, or made accessible to third parties and must be stored with the care of a prudent merchant.

§ 12 Retention of Title

12.1 The Purchaser generally accepts only simple retention of title, meaning ownership passes to the Purchaser upon payment.

12.2 Extended, prolonged, or current account retention of title requires prior written agreement.

§ 13 Limitation Period

Statutory limitation periods apply to warranty claims of the Purchaser.

§ 14 Place of Performance, Jurisdiction, and Applicable Law

14.1 The place of performance for delivery, unless otherwise agreed, is the Purchaser's registered office.

14.2 Exclusive place of jurisdiction for all disputes arising from or in connection with this contract is Paderborn.

14.3 German law applies, excluding the rules on conflict of laws.

§ 15 Severability Clause

Should individual provisions of these purchase conditions be invalid, the statutory provisions apply. The remaining provisions remain valid.