

DINOL GmbH, Pyrmonter Str. 76 in 32 676 LÜGDE

1. General

The following terms and conditions alone are valid for the purchasing of goods and services by the DINOL GmbH. The supplier acknowledges them for the present contract as binding, at the latest at the beginning of the execution of the contract. Any terms and conditions of the supplier, even if they do not contradict to our purchase conditions, are valid only if they are acknowledged by us for every individual case particularly in writing. Also any other of our purchase terms and conditions deviating arrangements are valid only if we confirm them particularly in writing. Should these terms and conditions find no acknowledgement, the relevant German legal regulations are valid.

We can cancel the order, without expenses provided that an order confirmation from the supplier has not reached us within 2 weeks after sending the order.

2. Condition of the goods

The supplier must supply goods which comply with the legal requirements of from transport and place of delivery affected countries. The supplier has to secure by quality controls that the condition of the goods comply with the agreed specifications; this is also valid for the period of the transport of the product. Also the choice of the suitable means of transportation is an assignment of the supplier.

3. Delivery and passing of risk

The delivery has to take place at the destination stated by us. Place of delivery for the delivery is the place of passing of risk (=place of destination).

Unless otherwise agreed, the delivery and packaging costs will be charged to the supplier. With pricing ex works or ex warehouse of the supplier, provided that we have prescribed no certain kind of transport, the goods have to be sent at the most favourable expenses in each case. Any additional costs are borne by the seller.

The packaging must be safe for transport as well as corresponding to the legal transport regulations and applying the packaging regulations mentioned in our order.

The product is up to the end of the un-loading in the destination in the area of risk of the supplier, unless, it is agreed otherwise in written form or the transport is carried out by our own vehicles or from a forwarder determined by us. If the delivery arrives in damaged packaging at the destination or it is delivered in damaged packaging to our driver or the carrier determined by us, we are entitled to reject the shipment without close examination. The expenses of a possible return are borne by the supplier.

Each delivery has to be added a delivery note with specification of the product name stated in our order as well as order numbers and product numbers.

4. Acceptance of goods

The acceptance of goods always takes place with reservation of all rights, in particular from defective or late delivery

5. Terms of payment

On the day of dispatch the invoice with the indication of our order number as well as exact content and weight list and all demanded duty specifications is to be sent to us according to § 14 Abs. 4 UStG separately. Invoices with wrong or missing data will not be accepted. The period for the claim of any cash discount deductions is put in force only on receipt of an entire invoice.

The payment takes place, provided that nothing other is agreed, within ten days less 3% of cash discount or within 20 days less 2% of cash discount or within thirty days net after receipt of goods and invoice receipt. The supplier agreed to offset against any outstanding debts of the supplier if we indicate this accordingly.

The claims out of agreements in which we entered can only be assigned with our written approval.

6. Warranty/ delivery time

The supplier assumes the guarantee for the fact that his delivery has the by contract intended qualities, corresponds to the appropriate legal regulations and the approved rules of the technology and is not afflicted with defectives. The supplier gives guarantee for the fact that the delivered products have not been changed in her construction and composition compared with former deliveries free of defaults of the same kind, provided that such changes have not been agreed before contract conclusion with us.

Compared to notice of defects, as far as they affect additional or short deliveries, which are raised within four weeks after arrival of the product in the destination, the objection of late notice of defects is excluded. To the preservation of our rights the timely sending of the notice of defect is enough.

In case of the defective delivery we have the right to choice between cure and replacement. In urgent cases we are entitled to remove the deficiency independently in each case at the expenses of the supplier or to let remove it by a third party or to stock up with a third party.

After one failed attempt to cure by the supplier we can rescind from the contract and/or demand compensations instead of the performance; another cure attempt is not entitled to the supplier. The right, to withdraw or to demand compensation instead of the performance is entitled to us, provided that the supplier performs only partly deficient, alternatively with regard to this share or the whole contract.

7. Tools

All tools like recipes, patterns, measuring and test devices as well as test specification, shipping instructions, masters and tools which we leave to the supplier remain our property.

Tools which are manufactured by the supplier to fulfil the order and invoiced to us will get our property with manufacturing. The supplier will stock them until their surrender.

8. Trademark rights

The supplier guarantees that the delivered product or the use of the product does not infringe any trade mark rights or other rights of third parties. Provided that such rights exist, nevertheless, he has to recompense us the loss without taking into consideration his and our knowledge. Moreover, the supplier is obliged to preserve us from claims of trade mark rights of third parties.

9. Reservation of proprietary rights

A reservation of proprietary rights of the supplier is excluded, provided that it is not covered by our explicit written approval.

10. Safety requirements for delivery of goods

Due to the increasing globalisation of the business and the changed international security situation, the World Customs Organisation (WCO) has established a risk management framework to be applied by customs authorities worldwide. The status Authorised Economic operator (AEO) grants benefits in security-related customs inspections and simplifications in customs regulations. The DINOL GmbH is Authorised Economic Operator certificate AEO C. To secure their supply chain DINOL GmbH is obliged to produce, store and load goods at safe production sites and to protect the goods from unauthorised access of third parties. Consequently you as a supplier and your carriers are also requested to implement and to take the same measures and to guarantee them.

11. Confidentiality

11.1. The supplier shall be obliged to keep in strict secrecy all documents, recipes and information, diagrams and drawings he receives. This information may only be divulged to third parties with our prior written consent.

11.2. The obligation to maintain secrecy shall also apply after the ending of the contract. It shall expire if, and so far as, the expertise contained in the information has entered the public domain.

12. Law applicable and Place of jurisdiction

The place of jurisdiction for possible dispute is Detmold. Nevertheless, we are also entitled to take legal actions against the supplier in another allowed jurisdiction. For the legal relationship the right of the Federal Republic of Germany is authoritative. The validity of CISG is excluded if it is not agreed separately. In case of any legal dispute only the German text is binding.

