

General Terms and Conditions of Purchase

I. Scope of application

1. Our following General Terms and Conditions of Purchase shall apply exclusively to our purchases. Deviating terms and conditions of suppliers shall only apply to us if we have expressly recognized or agreed to them in writing. Silence on our part with regard to deviating terms and conditions shall not constitute agreement with the terms and conditions of the user. We hereby expressly object to any deviating terms and conditions of the respective supplier.
2. In commercial transactions, these General Terms and Conditions of Purchase shall also apply to all future business relationships. Commercial transactions also include our business relationships with merchants within the meaning of commercial law who are acting within the scope of their commercial operations, legal entities under public law and special funds under public law.

II. Terms of purchase and payment

1. Ordering, delivery, quality, environment, conflict minerals and export control

- 1.1. Our orders are only binding if they have been placed by us in writing. We reserve the right to make subsequent price changes. Every order must be confirmed within 10 working days, stating a specific delivery time. All order acceptances, dispatch notes, delivery bills and invoices must include our order number. Individually written conditions take precedence over printed conditions.
- 1.2. The agreed delivery dates of the supplier are binding. If the supplier becomes aware of circumstances which could result in a delay in delivery, he is obliged to inform us immediately. In this case, we are entitled to set the supplier a reasonable grace period, after which we are again entitled to withdraw from the contract and claim damages if the grace period expires without success.
- 1.3. All deliveries must be made free of charge for us at the supplier's risk to the agreed shipping address. Each shipment must be accompanied by a packing slip with a precise description of the contents. The receipt of goods documented in writing by us shall in no case constitute the immediate incoming goods inspection of the incoming delivery.
- 1.4. Transport insurance is only to be taken out if our order letter contains a corresponding reference.
- 1.5. The supplier or service provider is obliged to comply with all valid and applicable European and national directives, regulations and laws, in particular RoHS, WEEE, REACH and the ElektroG. The delivered goods must comply with these written instructions and we must be informed in writing of the substance(s) involved. In addition, the goods must comply with the applicable and valid standards (e.g. ISO, DIN, IEC), in particular ISO 9001 and 14001.

The supplier or service provider must notify us immediately if its goods contain the minerals and metals ("conflict minerals") listed in Annex 1 of Regulation (EU) 2017/821 ("Conflict Minerals Regulation").

The Supplier undertakes to comply with all requirements of the Conflict Minerals Regulation and will perform its contractual obligations and comply with the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas. We reserve the right to contact suppliers whose products contain or may contain conflict minerals at least once a year and to request information to identify the smelters and refiners in the supply chain. The supplier shall maintain information in accordance with Art. 4 Para. 1 lit. f), g) and h) of the Conflict Minerals Regulation, including the corresponding documentation, and provide it to us on request. The supplier shall provide us with comprehensive support in the event of any third-party audits within the meaning of Art. 6 of the Conflict Minerals Regulation and provide the information and documents required for this purpose.

The supplier shall provide its services in accordance with the "Code of Conduct", which we have undertaken to comply with. The Code of Conduct is available on our website.

1.6. At the request of the Purchaser, the Supplier shall be obliged to provide a proof of origin which complies with the legal requirements applicable on the date of issue. The supplier shall make this available to the purchaser free of charge. If long-term supplier's declarations are used, the supplier must inform the purchaser of any changes to the origin status when accepting the order without being asked to do so. The actual country of origin must always be stated in the business documents, even if no preferential authorization exists.

The Supplier is obliged to inform the Purchaser of any licensing requirements for (re-)exports of its goods in accordance with German, European, US and other applicable export and customs regulations. To this end, the Supplier shall provide the following information in the order confirmation and on each invoice for the relevant goods items, unless already included in its offer: the statistical goods number, the AL number (export list number) of the EU Dual-Use Regulation as amended or Part I of the export list (Annex AL to the German Foreign Trade and Payments Regulation) and the ECCN (Export Control Classification Number) under US export law.

At the Purchaser's request, the Supplier is obliged to inform the Purchaser in writing of all other foreign trade data relating to the goods and their components and to inform the Purchaser immediately of any changes. In the event of omission or incorrect notification of the above information, the Purchaser shall be entitled to withdraw from the contract without prejudice to further claims.

2. Payment

Our payments shall be made in accordance with the agreements made with the supplier.

3. Production documents and resources

3.1. We reserve the unrestricted right of ownership and copyright to all production documents and the information, documents and data contained therein as well as to all other objects handed over to the supplier by us, such as tools, devices, etc.. The supplier must return them, together with any duplicates made by him, without being asked to do so, at the latest after completion of his order - previously at our request; this also applies to test and production records. The supplier shall store all items handed over to him with due commercial care free of charge for us, insure them at his own expense and provide us with proof of this upon request.

3.2. The supplier undertakes to maintain confidentiality with regard to the data and information about our customers, documents, business data and business process information made available to him by us. These may only be used exclusively for us within the scope of the respective order.

4. Warranty

4.1. We reserve the right to give notice of defects with regard to open defects until the incoming goods inspection has been carried out.

4.2. We may rectify defects ourselves at the supplier's expense in order to prevent major damage in the event of imminent danger or if the supplier does not comply with its obligation to rectify defects in due time despite a request to rectify defects with a deadline.

4.3. The warranty period is 2 years. If the supplier's performance is used by us in connection with one of our products and the defect only becomes apparent during the operation of these products, the supplier shall be liable for 2 years from the transfer of risk of its performance to us.

4.4. The supplier shall bear the product liability to the extent that it is caused by his performance. He must insure this risk adequately and provide us with proof of this on request.

4.5. The supplier shall also be liable, to the exclusion of Section 442 BGB, for any infringements of third-party property rights by its delivery or service. Furthermore, the supplier shall indemnify us against all claims asserted by our customer on the basis of advertising statements made by the supplier, the manufacturer within the meaning of Section 4 (1) or (2) of the Product Liability Act (ProduktHaftungsG) by an assistant of one of the aforementioned and which would not exist or would not exist in this amount without this advertising statement. This provision applies regardless of whether the advertising statement is made before or after the conclusion of this agreement. The objection that the statement has been corrected can only be raised if this notification is made before the time of conclusion of the legal transaction between us and the customer.

III. Final provisions

1. Place of fulfillment, dispute settlement, contract amendment

1.1. The place of performance for all services and payments shall be our registered office in Aalen.

1.2. Disputes arising out of or in connection with this contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce before one or more arbitrators appointed in accordance with these Rules.

1.3. The contractual relationship shall be governed by German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods and the conflict of laws rules of German private international law.

1.4. Collateral agreements, amendments and/or supplements to these General Terms and Conditions must be made in writing to be effective. This written form requirement shall also apply to any amendment or addition to this written form clause.

1.5. For work and services on the premises of Franke GmbH, the provisions according to the information for visitors, which are binding for the contractor, shall apply.

1.6. Should any of the above provisions be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. In this case, the parties shall agree on a legally valid provision that comes as close as possible to the meaning and purpose of the invalid provision.



June 2024

© Franke GmbH
Obere Bahnstr. 64
73431 Aalen
info@frankegmbh.de
www.franke-gmbh.de

Download document: <https://www.franke-gmbh.com/terms-conditions/>