



## WinSoCon – Conditions of Purchase

### 1. General

1.1 (Scope) These purchasing conditions are only intended for use in business dealings with entrepreneurs.

1.2 (Conflicting conditions, contract amendments) Our purchasing conditions apply exclusively to the contract; other conditions are not part of the contract, even if we do not expressly contradict them. The supplier can only invoke changes to the contract, additions or ancillary agreements if they are confirmed in writing without delay. The same applies to verbal or telephone orders and all other ancillary agreements. All agreements must be made in writing. Insofar as this is reasonable, we can also request changes to the contract after the contract has been concluded. If changes on your part are necessary to optimally fulfill the contract, you are obliged to notify us in writing.

1.3 (Right of withdrawal) In the event of force majeure as well as strikes, lockouts or other events for which we are not responsible, which make our own sales significantly more difficult, we can withdraw from the delivery contract in whole or in part or demand performance at a later date.

1.4 (Offsetting, retention, data acquisition) Offsetting or retention by the supplier is only permitted with undisputed or legally established counterclaims. We shall be permitted to save in our computer system the data required for processing the contract

1.5 (Place of fulfilment, place of jurisdiction, national law) The place of fulfilment for deliveries is our works in Wertheim or the agreed discharge location. The place of jurisdiction is Wertheim / Mosbach. German law shall apply, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

### 2. Prices, Invoicing

2.1 The supplier prices are maximum prices free to our works. They include the cost of freight, customs, packaging, expenses and sales tax. If no price is specified on the order, the current list prices apply less the usual discounts. We reserve the right to recognize the award.

2.2 Supplier invoices are to be sent separately from the deliveries, preferably as a PDF file to our [info@winsocon.de](mailto:info@winsocon.de) email address.



2.3 If applicable Contractually agreed advance payments are made - depending on the value - only after being secured by a bank guarantee. The guarantee is to be issued indefinitely, waiving the objection of contestability and offsetting, as well as the objection of advance action (§§ 770/771 BGB German law).

### 3. Shipping, delivery periods / dates, delay, risk

3.1 Packaging, shipping and insurance of the contractual products are carried out at the expense and risk of the supplier. He also takes care of the return transport of used packaging in accordance with the packaging ordinance at his own expense. Each shipment must be accompanied by a paper delivery note stating our order number and order item.

3.2 The supplier must strictly adhere to the agreed delivery periods and dates and, if necessary, promptly notify us in writing of any changes that cannot be changed. The supplier can only refer to a lack of raw materials and supplies and non-delivery or poor delivery by its sub-suppliers if it informs us of this possible risk before the contract is concluded.

3.3 The risk only passes to us after unloading at our works.

3.4 Part deliveries are only permitted if expressly requested. In the case of partial shipments, the remaining quantity must always be stated on the delivery note.

### 4. Quality, acceptance, limitation of claims for defects

4.1 In addition to the specifications set out in the contract / order, the relevant details of the supplier in its brochures, catalogues and other documents available to us as well as in its advertising shall apply as agreed for determining the quality of the contractual products / services. The agreed quality also includes that the contractual products / services reflect the state of the art, masterful workshop work, the agreements made, the intended use, the agreed and sample equipment, the required product safety and the respectively applicable statutory, comply with official and technical regulations (including equipment safety law, DIN standards, EC directives).

4.2 The supplier must carry out a careful quality and outgoing goods check - also extending to product safety - in compliance with the DIN ISO 9001 standard.

4.3 Acceptance, acceptance and / or payment of the contractual products / services do not imply recognition that they are free from defects. These are always subject to the condition and quantity being checked. The examination period according to § 377 HGB



(German law) is at least two weeks from receipt of the goods, the complaint period one week after discovery of a defect.

4.4 If, in urgent cases, the supplier fails to remedy defects in the contractual products or the resulting damage in spite of notification, or if the supplier is in default of the subsequent performance that is incumbent on him, we can remedy the defects / damage ourselves or through Have a third party eliminated.

4.5 Subject to longer statutory limitation periods, our claims for defects shall expire at the earliest 2 years after delivery to us.

## 5. Product safety, product liability

5.1 The supplier guarantees that the contractual products and / or services are not unsafe and not dangerous in terms of product liability for their intended or foreseeable improper use or consumption. He takes all necessary and appropriate organizational, personal and technical security measures.

5.2 In the event that claims are made against us by our customers or third parties due to damage based on unsafe contractual products and / or services, the supplier shall indemnify us internally if and to the extent that it is at fault. Our right to exemption is subject to the regular statute of limitations.

5.3 If and to the extent that the supplier is responsible for the fault causing liability, he also bears the costs for the measures we have taken to prevent damage (e.g. recalls).

5.4 The supplier must insure himself against the risks associated with product liability for the contractual products and / or services he has delivered to an appropriate amount and provide us with evidence of the insurance cover.

## 6. Disposal

During the manufacture and delivery of the contractual products, the supplier undertakes to take into account and comply with all relevant requirements and provisions on environmental protection and waste disposal. In particular, he guarantees that the contractual products can be disposed of according to type. He ensures this through appropriate material identification.

## 7. Spare parts



The supplier must have spare parts available for us at market prices for the expected service life of the contractual products, but at least 5 years from the respective delivery date.

## 8. Industrial property rights, secrecy, forms and tools

8.1 The supplier is liable to us - if and insofar as it is at fault - that the use or distribution of the contractual products is permitted without infringing third-party property rights. He releases us from any legal claims by third parties due to infringement of such third-party property rights in connection with the contractual products.

8.2 We reserve the property as well as all commercial property rights and copyrights for constructions, forms, tools, samples, illustrations and other documents provided by us. The supplier may only use these constructions etc. in the way we have intended and must return them when he no longer needs them for us.

8.3 The supplier must keep all business secrets, especially know-how, obtained from the business relationship with us secret from third parties.

8.4 Tools, molds or other devices that the supplier manufactures or procures in whole or in part at our expense automatically become our property. The handover is replaced by the fact that the supplier carefully and free of charge stores the items for us until the end of the delivery relationship.

## 9. Severability Clause

Should individually parts of these general terms and conditions of purchase be legally ineffective, the effectiveness of the remaining provisions will not be affected.

effective 08.01.2021