



General conditions of purchase

Huber Kunststoff & Technik GmbH – Gewerbe­str. 4 – 86879 Wiedergeltingen, Germany

I. General

1. The entire business relationship between Huber Kunststoff & Technik GmbH and the seller/supplier (hereinafter: “Seller”), including all future relationships, shall be governed exclusively by these General Terms and Conditions of Purchase. Any other terms and conditions of sale or other general terms and conditions of the Seller are hereby rejected and are not applicable. Huber Kunststoff & Technik GmbH is entitled to amend its General Terms and Conditions of Purchase in the currently valid version with lasting effect for its entire business relationship with the Seller, subject to prior notification.
2. If a framework agreement exists between the Seller and Huber Kunststoff & Technik GmbH, these General Terms and Conditions of Purchase shall apply both to said framework agreement and to the individual order.
3. Only orders placed in writing shall be binding for Huber Kunststoff & Technik GmbH. (Remote) verbal agreements require written confirmation by Huber Kunststoff & Technik GmbH.
4. The preparation of quotations shall be free of charge for Huber Kunststoff & Technik GmbH.
5. Documents or other means of production such as samples, drawings, models, tools, technical specifications or similar, which are made available to the Seller or which Huber Kunststoff & Technik GmbH pays to the Seller, may only be used for deliveries to Huber Kunststoff & Technik GmbH. They may not be shared with third parties or used for the Seller’s own purposes. The same applies to the resulting manufactured goods. The Seller shall keep them secret and hand them over to Huber Kunststoff & Technik GmbH in perfect condition without delay, without withholding copies or individual examples or similar, as soon as the order has been completed.

II. Prices, payment terms, default in payment

1. The agreed prices always include delivery to the place of receipt specified by Huber Kunststoff & Technik GmbH, including freight, packaging and ancillary costs. In the absence of any agreement to the contrary, Huber Kunststoff & Technik GmbH shall only pay the lowest possible freight costs in the case of carriage-forward delivery. If the agreed price does not include packaging, this may only be invoiced at cost. Reusable packaging such as boxes, containers, etc. shall be returned by Huber Kunststoff & Technik GmbH to the Seller carriage paid and shall be credited at the full invoice value. Other packaging or filling material such as wood shavings, paper, etc. shall be provided free of charge.
2. The right to increase prices shall only exist with the express written consent of Huber Kunststoff & Technik GmbH.
3. Invoices shall be settled by Huber Kunststoff & Technik GmbH either within 14 days with a 3% discount or within 30 days without discount.
4. Payment and discount periods shall begin upon receipt of the invoice, but not before receipt of the goods or, in the case of services, not before their acceptance and, if documentation or similar documents are part of the scope of services, not before their handover to Huber Kunststoff & Technik GmbH in accordance with the contract.
5. Payment can be made by cheque or bank transfer, whereby it shall be sufficient if the cheque has been sent by post on the due date or the transfer has been ordered from the banking institution on the due date.
6. In seeking to justify a default in payment, the receipt of an invoice or other statement of payment cannot be in lieu of the receipt of the purchased item. The default interest rate is five percentage points above the base interest rate.
7. Huber Kunststoff & Technik GmbH may assert rights of set-off and retention to the extent permitted by law.

III. Delivery periods, scope of delivery, transfer of risk

1. Agreed delivery dates and deadlines are binding; Huber Kunststoff & Technik GmbH must be informed immediately of any impending delays in delivery.
2. The statutory claims that exist at the time of the delay in delivery cannot be excluded. After fruitless expiry of a reasonable grace period in case of default, Huber Kunststoff & Technik GmbH may withdraw from the contract and claim damages instead of performance.
3. Partial deliveries are only permissible with the express consent of Huber Kunststoff & Technik GmbH; excess or short deliveries are only permitted within the typical commercial scope.
4. The Seller shall bear the risk of accidental loss and accidental deterioration until the goods are handed over at the intended destination. The deliveries shall be insured against transport damage at the Seller's expense.

IV. Reservation of title

1. If the Seller has existing rights of reservation of title, the ownership of the goods shall pass to Huber Kunststoff & Technik GmbH upon payment; other types of retention of title such as the so-called current account reservation or/and group reservation of title shall not apply.
2. Section 449 (2) of the German Civil Code (BGB) is non-negotiable.

V. Warranty, compensation, limitation period

1. The delivery shall be free from material defects and defects of title and shall comply with the recognised rules of technology and the contractually agreed properties, standards as well as the safety, occupational health and safety, accident prevention and other regulations.
2. In the event of a defect, Huber Kunststoff & Technik GmbH shall be entitled to the statutory rights and claims.
3. The limitation period for claims for defects is two years. This does not apply to the first use of items that are part of a building structure in accordance with their customary use.
4. PLACEHOLDER shall inspect the delivery for any defects within a reasonable period and, if necessary, shall notify the Seller accordingly. A complaint shall be deemed to have been made in good time if it is received by the Seller within a period of ten working days, calculated from the date of receipt of the goods or, in the case of hidden defects, from the date of their discovery.
5. If the Seller has made declarations pertaining to the origin of the delivery, it shall be obliged to compensate Huber Kunststoff & Technik GmbH for any damage caused due to the fact that the declared origin is not acknowledged, e.g. as a result of incorrect certification or a lack of opportunities for verification. Such liability shall only exist for the Seller in the event of its culpable conduct or the absence of a warranted characteristic.
6. The Seller shall indemnify Huber Kunststoff & Technik GmbH with regard to the goods to be delivered against any legal claims asserted by domestic and/or foreign third parties, which may arise from domestic or foreign patents, utility models, copyrights or other rights. In the event of such a claim by third parties, the Seller shall compensate Huber Kunststoff & Technik GmbH for the resulting damage. This also includes legal costs, compensation for damages as well as any required conversion and reconstruction work.

VI. Place of performance, applicable law

1. Unless otherwise contractually agreed, the place of performance for payment and delivery shall be the place of business of Huber Kunststoff & Technik GmbH.
2. If the Seller is a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction for all legal disputes, including those relating to a bill of exchange or cheque process, is the registered office of Huber Kunststoff & Technik GmbH; legal actions against Huber Kunststoff & Technik GmbH can only be brought there.

The law of the Federal Republic of Germany shall apply exclusively to the exclusion of international private law, unified international law and to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

VII. Legal effectiveness, data protection

Should one of the provisions of these General Terms and Conditions of Purchase be or become invalid, this shall not affect the validity of the remainder of the contract. The invalid provision(s) shall be replaced in accordance with the intentions of the parties; in all other respects, the statutory provisions shall apply. In no event shall the relevant provision in these General Terms and Conditions of Purchase be superseded by any terms and conditions of the Seller.

2. Any amendments or additions to the contract by the Seller shall require written confirmation by Huber Kunststoff & Technik GmbH to be effective; this also applies to any deviation from the contractual written-form requirement.

3. Legally relevant declarations of intent by the Seller, such as notices of termination, declarations of withdrawal or demands for compensation, shall only be effective if made in writing.

4. Huber Kunststoff & Technik GmbH is entitled to process and store the data relating to the Seller received in connection with the business relationship – even if it originates from third parties – within the meaning of the German Federal Data Protection Act (“Bundesdatenschutzgesetz”) and to have it processed and stored by third parties commissioned by Huber Kunststoff & Technik GmbH.

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Huber Kunststoff & Technik GmbH, Wiedergeltingen, Germany, issue date: January 2017