

**General Purchasing Terms and Conditions )\*****1. Preamble**

- 1.1. The present „General Purchasing Terms and Conditions“ (hereinafter called GPTC) shall apply exclusively to any and all contracts concluded with us (hereinafter referred to as „we“, „us“, or „Buyer“) be it contracts for the supply of goods and services or contracts for work and labour. In each case the version as amended at the time the contract is entered into, which can be downloaded from our homepage [www.arconremote.com](http://www.arconremote.com), shall prevail.
- 1.2. The contract partner with whom we have placed such a contract for the supply of goods, services, or labour shall hereinafter be referred to as „Supplier“. Supplier and Buyer together shall individually or together be called “the Parties to the Contract” or “Parties”.

**2. General Provisions**

- 2.1. The content of any contract concluded between us and Supplier shall principally be governed by the specific individual agreements.
- 2.2. In case that no such agreements have been made, no other provisions than those set out in the present GPTC shall constitute the contract between the Parties. Any deviating terms and conditions of sales by Supplier shall be excluded, even if we have not expressly rejected these upon receipt.
- 2.3. Any follow-up orders placed either orally or in writing shall also be subject to the present GPTC, without us having to make special references to this provision.

**3. Placing of Orders**

- 3.1. Any and all documents, and particularly commercial invoices, issued by Supplier in reference to an order placed by us shall bear our official Order No. In case of non-compliance we reserve the right to refuse processing such documents and may return them to sender. In case of an order having been placed by phone without providing an official Order No., all correspondence and documents shall bear the name of the person who placed the order.
- 3.2. The Parties agree that, unless otherwise required, legally significant statements or declarations of either Party may also be transmitted electronically. However, should any such statements arrive at our premises outside of our official hours of business, they shall not be deemed received until the start of our official hours of business on the following working day.

**4. Subcontracting / Assignments**

- 4.1. Supplier shall not be entitled to subcontract any work to be performed under an order placed with us without having obtained our prior written approval.

**5. Prices**

- 5.1. Any offers submitted by Supplier shall be entirely free of charge to us.
- 5.2. Unless otherwise agreed, prices shall be deemed fixed, packaging included, and based on the delivery terms stated in our orders in accordance with INCOTERMS 2000.

**6. Delivery**

- 6.1. Unless otherwise agreed in writing, deliveries shall be effected to the named place of destination in accordance with the INCOTERMS stated in our order. Supplier shall be responsible for adequate packing and packaging at his cost and expense and shall obtain any transport and other insurances that may be required.
- 6.2. All necessary delivery documents with complete information (in particular quantities, part/material descriptions, purchase order numbers, etc.) are to be sent to us with each delivery. In case of non-compliance we shall reserve the right to refuse acceptance.
- 6.3. The contractual scope of supplies and services is to be delivered to the stipulated place of destination on the date stated in the order(s), and to be presented to the incoming goods department.
- 6.4. Ownership will be transferred to the Buyer upon complete payment of the purchasing price.
- 6.5. The Supplier is obliged to submit a supplier’s declaration for the goods delivered according to EU-regulation 1207/2001 upon request.

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## **7. Invoicing and Payment Terms**

- 7.1. Invoices shall be submitted after delivery of the contractual scope of supplies and services has been effected. The payment term shall commence at the time that the invoice has been duly presented to us, or the goods have been completed, whichever come last. However, should delivery have been effected prior to the stipulated date, the payment terms shall start on the stipulated delivery date at the earliest.

## **8. Delays**

- 8.1. Should the Supplier fail to meet the stipulated delivery time for the contractual scope of supplies and services, we shall be entitled – after setting a period of grace of 14 calendar days – to terminate the contract, no matter what the reason for such a delay might have been.
- 8.2. Supplier shall be obliged to notify us immediately should he notice that a delay in delivery of the contractual scope of supplies and services (partially or in full) might occur. In this case he shall state the reasons for the delay as well as a suggested time schedule for completion. We shall reserve the right, however, to still terminate the contract after setting a period of grace of 14 calendar days.

## **9. Warranty**

- 9.1. Supplier shall warrant that for a period of 2 years for movable goods and 3 years for non-movable goods from unconditional acceptance, the supplies shall be free from any defects in materials or workmanship and shall conform with the provisions of the order as well as any other statutory requirements or official industrial standards. Above all, Supplier shall warrant for any contractual and implied properties of the scope of supplies and that the quality of the supplies shall conform with the samples, if samples have been provided.
- 9.2. The contractual warranty time shall commence with the date of the unconditional acceptance of the supplies by us.
- 9.3. We shall not be obliged to inspect incoming goods immediately upon delivery and shall reserve the right to present claims against Supplier for defective, faulty or damaged material at any time during the contractual warranty period.
- 9.4. In the event of a warranty claim, Supplier shall immediately after notification and without delay repair, or replace, or substitute or make good the non-conforming supplies at his cost, risk and expense. We reserve the right to have the necessary work done by third parties at the cost, risk and expense of Supplier. The Parties may also agree on a price reduction of the scope of supplies, or refer to other suitable remedies.
- 9.5. In any case, the contractual warranty time shall not be negatively affected but start again in full.

## **10. Consequential Losses**

- 10.1. We reserve the right to hold Supplier liable for any and all damages, losses, or other disadvantages that may result from delayed delivery or defective condition of the scope of supply, irrespective of the actual causes or agents.

## **11. Confidentiality and Intellectual Property Rights**

- 11.1. Any and all samples, patterns, drawings, specifications, data sheets or the like which we provide to Supplier for the execution of a contractual scope of supplies and services shall remain exclusively our intellectual property which we can handle at will. Any such information or additional information acquired during the order execution shall be treated by Supplier with utmost confidentiality and solely for the purpose of executing our orders and contracts. Supplier shall not be entitled to share any such information with any third parties without our specific prior written consent. Supplier shall without prompting return any such papers, documents and items immediately after completion of the contractual scope of supplies and services.
- 11.2. Supplier is bound to keep any and all trade secrets that he may gain access to in the course of order execution.

## **12. Final Provisions**

- 12.1. Mutually agreed place of jurisdiction for all disputes arising from the business relationship between the Parties shall be the registered domicile of the Buyer. The present GPTC as well as any other legal relations between the Parties shall be subject to the existing law at the domicile of the Buyer. The validity of the UN Convention on the International Sale of Goods shall be excluded.
- 12.2. Should any individual provisions or any part of any provision be or become void, illegal or unenforceable, the validity of the remaining provisions hereof shall in no way be affected. In such an event the Parties shall undertake to replace the void and/or illegal and/or unenforceable provision or provisions coming as close as possible to the sense and spirit and purpose hereof.

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