



1. Validity of these terms

1.1. Our General Terms and Conditions for Purchases and Orders provide the basis for all contracts resulting from our purchase orders or purchase quotations unless an agreement to the contrary has been expressly made in writing.

General terms and conditions of delivery, sale or service issued by the other party to the contract shall not apply to us. This shall apply even if we do not respond to an order confirmation or the acceptance of a purchase quotation or the like.

1.2. In our purchase orders and quotations we expressly refer to our terms and conditions for purchases and orders. They shall then apply to all future business relations, even if they are not expressly agreed on each occasion.

2. Quotation and acceptance

2.1. Purchase orders, quotations, acceptances, confirmations and all other declarations from us and our contract partners must be made in writing in order to be valid.

This requirement for written form shall also be satisfied by the transmission of faxes.

2.2. We shall be entitled to revoke our purchase orders and quotations within 14 days (with the start and end of this period being the date of dispatch of the declaration) unless we receive an order confirmation or acceptance within this period.

2.3. In our purchase orders and quotations we assume that we will be supplied with products of a quality that complies with the latest scientific and technical findings. If an "acceptable quality limit" (for example AQL) has been agreed, this shall be applicable.

3. Prices

3.1. The price set out in our quotations and purchase orders shall apply. Price adjustments in order confirmations or acceptances from our contract partner shall not be binding for us even if we do not contradict them within a specific period of time.

3.2. Unless specified to the contrary, prices shall include delivery to the place of use, and packaging.

For ex-works deliveries the contract partner shall be obliged to select the most cost-effective method of shipment unless we request a different method of shipment.

4. Delivery, deadlines to provide services, acceptance procedure

4.1. The agreed deadlines for the provision of goods and services shall be binding.

4.2. We must be notified of any delays immediately. In addition our agreement to such delays must be obtained.

4.3. In the event of difficulties in providing the goods or services, the consequences shall be regulated on the basis of the statutory rules unless another agreement has been made in writing.

4.4. A delivery note is to be attached to every consignment containing details of our purchase order number and the designation of the content in terms of type and quantity

as well as any other processing information required by us.

If delays to our payments occur due to this information not being provided and our then having to request it or conduct other investigations, this shall be solely the fault of our contract partner.

This shall not result in our being in default.

4.5. Furthermore, the contract partner shall not be entitled to deliver part quantities or provide part of a service unless it has been expressly permitted to do so.

4.6. If the delivery is not completed correctly, in particular if the packaging was inadequate or if only a part quantity was delivered, we shall be entitled to refuse to accept the consignment.

5. Contract penalty in the event of late delivery

5.1. If the supplier is late with the provision of the goods or services we may impose a contract penalty of 0.25% of the agreed net price per working day of the delay.

However, the contract penalty shall be subject to a maximum of 5% of the agreed net price.

5.2. We shall be entitled to demand the contract penalty in addition to fulfilment and it shall represent the minimum compensation owed by the supplier under the statutory regulations.

6. Payments

6.1. The full and correct receipt of the ordered products shall be the prerequisite for the start of the agreed payment and discount periods.

6.2. We may set off accounts payable against both disputed receivables and receivables that have been established by a court of law. Suppliers may only set off receivables against accounts payable that are undisputed or have been established by a court of law.

6.3. Accounts payable by us may not be assigned unless we expressly give our permission for this.

7. Warranty, complaints

7.1. We shall notify the supplier immediately of obvious defects to the goods or services as soon as we can reasonably be expected to discover them using the rules of proper business procedures. In this respect our contract partner shall waive its right to claim that a complaint was made late in accordance with the German Commercial Code. Any declaration deadlines set out in the general terms and conditions of delivery, sale or service issued by our contract partner shall not be recognised.

7.2. In the event of concealed defects, in particular flaws in optical materials and special materials, the period of warranty shall be 24 months. The statute of limitations for complaints shall commence on delivery of the goods.

7.3. Our acceptance of a consignment without complaint and our payment shall not constitute any waiver of our rights from the warranty. We hereby declare our reservation for all cases.

8. Customer-supplied materials, rights to drawings and tools

8.1. Materials supplied by us shall remain our property. They must be stored separately from other stocks, clearly marked as our property and insured adequate at no cost to ourselves.

8.2. Our design documents and all technical data and information related to the purchase order and known to the contract partner may only be used for other purposes or made accessible to third parties with our specific written consent. At our request or after the completion of the order, our documents, including all copies, reproductions, etc. are to be returned to us. The same applies to models, tools and equipment. If these items have been manufactured by the contract partner or by a third party at the latter's request or have been paid for by us, they shall become our property. For the duration of the time required for the completion of the order it shall be agreed that these items shall be loaned to the contract partner for their intended use.

9. Contract transfer, commercial protective rights

The rights and obligations from the contract of supply may not be transferred to third parties without our written consent. The contractor shall be liable for ensuring that the supplied goods are not covered by commercial protective rights owned by third parties. If such rights are violated, the contractor shall be obliged to compensate us and our customers for any and all damages suffered.

10. Data protection

Our contract partners may process and save data that they receive from us or from third parties about us for the purposes of our business relationship. We shall have the same right for data that relate to our contract partners.

11. Place of fulfilment, place of jurisdiction, law

The place of fulfilment and place for payment shall be Gera.

The place of jurisdiction for business entities shall be Gera or, at our discretion, the general place of jurisdiction. The laws of the Federal Republic of Germany shall apply to all contract relationships.

12. Salvatory clause

If one or more clauses in our General Terms and Conditions for Purchases and Orders should contradict any terms and conditions of sale, delivery and service issued by our contract partner and not revoked by us, the statutory regulation shall apply.

If one or more clauses in these terms and conditions should be invalid, this shall not affect the validity of the other clauses.

In no circumstances shall the invalidity of clauses in these General Terms and Conditions for Purchases and Orders affect the validity of a main contract.