

## **The General Terms and Conditions of Purchase of the Harro Höfliger Verpackungsmaschinen GmbH**



*„We are and will always be: A future-proof family business - attractive for  
employees, suppliers and customers“*

*Harro Höfliger, Founder*

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Applicable for business transactions with entrepreneurs, legal entities under public law and special funds under public law within the meaning of § 310 (1) of the German Civil Code (BGB).

## **1 General**

- 1.1 Our Terms and Conditions of Purchase shall apply exclusively. We do not recognize any terms and conditions of the supplier that conflict with or deviate from our terms and conditions of purchase, unless we have expressly agreed to their validity in writing. Our Terms and Conditions of Purchase shall also apply if we accept the supplier's delivery without reservation in the knowledge that the supplier's terms and conditions conflict with or deviate from our Terms and Conditions of Purchase.
- 1.2 All agreements made between us and the supplier for the purpose of executing this contract are laid down in writing in this contract, subject to any overriding agreement.
- 1.3 Our Terms and Conditions of Purchase shall also apply to all future transactions with the supplier.

## **2 Code of Conduct**

- 2.1 Ethical and sustainable action are fundamental values of our organization. We are not only committed to complying with the law, but we are all responsible for implementing the standards we have set ourselves. The basis for our joint cooperation are the values and principles defined in our Code of Conduct. The guarantee of this Code of Conduct ([Link](#)) can only be achieved through the personal commitment of each individual.
- 2.2 This Code of Conduct represents binding instructions that apply throughout the company. Each individual undertakes to comply with the principles and regulations as well as with all national and international laws and regulations.
- 2.3 Any reports of violations of the above principles can be made to the Compliance Officer (compliance[at]hoefliger.de) at any time as part of our internal control system.  
Violations of these guidelines or of legal regulations that are at the same time punishable by law must be reported.

## **3 Conclusion of contract / Bid documents**

- 3.1 Purchase orders, contracts and delivery schedules as well as their amendments and supplements must be made in writing.
- 3.2 Verbal agreements of any kind - including subsequent amendments and supplements to our Terms and Conditions of Purchase - require our written confirmation to become effective.
- 3.3 The written form is also fulfilled by remote data transmission (e-mail) or telefax.

- 3.4 The supplier is obliged to accept our order within a period of 10 days.
- 3.5 Cost estimates of the supplier are binding and are not to be remunerated, unless otherwise agreed upon.
- 3.6 Delivery requests within the scope of order and call-off planning shall become binding if the supplier does not object within three working days of receipt.
- 3.7 We reserve the intellectual property rights and copyrights to illustrations, samples, drawings, calculations and other documents that are part of the order. The aforementioned documents may not be made accessible to third parties without our express written consent. They are to be used exclusively for manufacturing on the basis of our order. After completion of the order, they shall be returned to us without being requested to do so. The purchaser's obligation to return them shall also apply if the supplier does not accept our order within the period specified in section 2.4. They shall be kept secret from third parties; in this respect, section 11 shall apply in addition.

#### **4 Price / Terms of payment**

- 4.1 The price stated in the purchase order is binding. Unless otherwise agreed, the price includes delivery "free works".
- 4.2 The statutory value added tax is included in the price.
- 4.3 All invoices of the supplier must contain the purchase order number specified by us; the supplier shall be responsible for all consequences arising from non-compliance with this obligation, unless he proves that he is not responsible for them.
- 4.4 Unless otherwise agreed, we shall pay the purchase price within 30 days of receipt of the invoice. Payment is made by bank transfer.
- 4.5 We shall be entitled to rights of set-off and retention to the extent provided by law. In the event of a defective delivery, we shall be entitled to withhold payment in proportion to the value concerned until the delivery has been duly fulfilled.
- 4.6 We are entitled to assign all claims arising from the purchase contract without the supplier's consent. The supplier is not entitled to assign claims arising from the contractual relationship to third parties without our prior written consent.

#### **5 Delivery time**

- 5.1 The delivery time specified in the purchase order is binding and obligatory.
- 5.2 The receipt of the goods by us shall be decisive for compliance with the delivery date or delivery period. Unless delivery "free works" (DAP or DDP in accordance with Incoterms 2010) has been agreed, the supplier shall make the goods available in good time, taking into account the time for loading and dispatch which must be agreed with the forwarder.

- 5.3 The supplier is obliged to inform us in writing without delay if circumstances arise or become apparent to him which indicate that the agreed delivery time cannot be met
- 5.4 In the event of a delay in delivery, we shall be entitled to the legal claims. In particular, we shall be entitled to claim damages after the unsuccessful expiry of a reasonable time limit. If we demand compensation, the supplier shall have the right to prove to us that he is not responsible for the breach of duty.

## **6 Delivery**

- 6.1 The values specified in our orders for the dimensions and weight of the goods must be observed by the supplier.
- 6.2 The goods delivered by the supplier must also comply with the latest recognized state-of-the-art technology. If relevant, the DIN standards prescribed in each case shall apply in cases of doubt.
- 6.3 Should technical innovations, improvements or other changes to the goods occur after the purchase order, but before delivery, the supplier must inform us in writing in advance, detailing the respective changes.
- 6.4 Deliveries of goods that do not correspond to the purchase order are only permitted if we give our express written consent
- 6.5 Partial deliveries are generally not permitted unless we have expressly agreed to them or they are reasonable for us.

## **7 Force majeure**

- 7.1 Force majeure, operational disruptions through no fault of our own, riots, official measures and other unavoidable events shall release us from the obligation of timely acceptance for the duration of their existence.
- 7.2 The provision of section 7.1 shall also apply in the event of industrial disputes.

## **8 Transfer of risk**

Delivery shall be made "free works", unless expressly agreed otherwise.

## **9 Liability for defects / Recourse**

- 9.1 Acceptance of the goods shall be subject to an inspection for freedom from defects, in particular regarding any deviations in quality or quantity, insofar as and as soon as this is feasible in the ordinary course of business.
- 9.2 We shall be entitled to the full statutory warranty rights for material defects and defects of title. In particular, we shall be entitled to demand, at our discretion, remedy of the defect or delivery of a defect-free product.

- 9.3 If the supplier does not begin to remedy the defect immediately after our request to do so, we shall be entitled in urgent cases, in particular to avert acute danger or in cases where operational safety is at risk, to remedy the defect ourselves or have it remedied by a third party at the supplier's expense. The supplier has the possibility to prove to us afterwards that he is not responsible for the defectiveness of the goods.
- 9.4 If we incur costs as a result of a defective delivery, in particular installation, removal, transport, travel, personnel or material costs, the supplier shall bear these costs insofar as he is responsible for the defective delivery.
- 9.5 The statutory period of limitation shall be 36 months, calculated from the transfer of risk, unless the mandatory provisions of §§ 478, 479 BGB (German Civil Code) apply.

## **10 Product liability / Indemnification / Insurance**

- 10.1 Insofar as claims are asserted against us by a third party on the basis of product liability, the supplier shall be obliged to indemnify us against all claims of third parties if the cause lies within his sphere of control and organization and he himself is liable in relation to third parties
- 10.2 In the cases of section 10.1, the supplier shall bear all costs and expenses, including the costs of any legal proceedings.
- 10.3 In all other respects, the relevant legal provisions shall apply.

## **11 Property rights**

- 11.1 The supplier warrants that no rights of third parties are infringed in connection with or as a result of the delivery.
- 11.2 In the event that claims are asserted against us by a third party due to a breach of the obligation referred to in section 11.1, the supplier shall be obliged to indemnify us against such claims.
- 11.3 The supplier's obligation to indemnify us shall relate to all expenses necessarily incurred by us as a result of or in connection with a claim by a third party, unless the supplier proves that he is not responsible for the breach of duty underlying the infringement of the property right.
- 11.4 The statutory period of limitation for these claims is 36 months, starting from the transfer of risk.

## **12 Confidentiality**

- 12.1 The supplier undertakes to treat the agreements reached in each case as strictly confidential. He undertakes to treat as a trade secret all commercial and technical details which are not in the public domain and which become known to him as a result of the business relationship.

- 12.2 Drawings, models, templates, samples or similar items may only be used for the purpose of fulfilling the contract and may not be handed over or otherwise made accessible to unauthorized third parties. The duplication of such items is only permitted within the scope of operational requirements and copyright provisions.

### **13 Miscellaneous provisions**

- 13.1 Should any provision of these Terms and Conditions and of the further agreements made be or become invalid, this shall not affect the validity of the remaining provisions. The contracting parties shall be obliged to replace the invalid provision with a provision that comes as close as possible to the invalid provision in terms of economic success.
- 13.2 The contractual relationship shall be governed exclusively by German law to the exclusion of the law concerning conflict of laws and the UN Convention on Contracts for the International Sale of Goods (CISG).
- 13.3 The place of jurisdiction for proceedings before the local court is Backnang and for proceedings before the regional court is Stuttgart, if the supplier -
- is a business person, or
  - has no general German place of jurisdiction, or
  - relocates his domicile or habitual residence to a place outside Germany after the conclusion of the contract, or if his domicile or habitual residence is not known at the time the legal action is filed.
- We shall also be entitled to bring an action before a court which has jurisdiction over the registered seat or a branch office of the supplier.
- 13.4 Unless otherwise stated in the purchase order, our place of business shall be the place of performance.