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sedak

sedak purchasing conditions

1 Scope of application and parts of the contract

Irrespective of the type of contract, our purchasing transactions (orders) with non-consumers within the meaning of § 310 paragraph 1 of the German Civil Code/"BGB" (Suppliers) are subject to the following Purchasing Conditions. They also apply to future transactions with the Supplier.

The Supplier's own standard terms and conditions will only apply when we have expressly acknowledged them, when their text is identical to our own or includes conditions that are more favorable to us.

2 Placement and amendment of orders: authority, written form, order confirmation

Only our purchasing management and representatives listed in the commercial register are authorized to place and amend orders. Other employees in the purchasing department have authority within the value limits as stipulated in the company's procedure on authority to sign on behalf of the company.

Orders and amendments to orders must be in writing. Terms in an order confirmation that differ from the contract will only become part of the contract if reconfirmed by us in writing.

3 Delivery time and arrears

An agreed delivery time is binding. Compliance with the delivery date of goods or services will be governed by the date on which the goods are delivered or the date production is completed ready for acceptance at the agreed delivery location.

The Supplier is required to contact us immediately should any circumstances prevent compliance with the delivery time, stating the reasons for the delay and the anticipated consequences. This notification will not absolve the Supplier from its obligation to deliver.

We are permitted to reject goods delivered or services provided before the agreed date.

4 Delivery, accompanying documents

A delivery note showing our order number, the date and reference of the order and a precise description of the goods delivered must accompany every delivery.

5 Invoice

Invoices must be issued in a manner that allows them to be checked and must be sent either to the e-mail address invoice@sedak.com or to our company address. They must include the order number, the date and reference of the order and an exact description of the service provided. All documents required in order to check the invoice must be attached, particularly outgoing goods control paperwork (proof of quantities and quality) and the required test reports and certificates.

Should invoices be sent to the e-mail address shown above, an e-mail confirming receipt automatically generated by **sedak** will be returned The invoice will be considered as not having been received should the Supplier not receive this e-mail confirming receipt.

All items in the invoice must be shown separately.

6 Delivery, packaging, unloading

Prices are to be understood as including packaging and delivery to the destination or place of use (also including unloading in the case of deliveries of glass). Should the delivery be at the client's expense, the Supplier will be required to choose the most cost-effective method of delivery. The Supplier is required to insure the delivery at its own expense up to the time of delivery.

In the case of cross-border deliveries, copies of the invoice, delivery note and freight documents must be transmitted to us by e-mail to invoice@sedak.com so that these documents are already in our possession at the time we receive the goods.

7 Payments/cash discounts

If we pay within 14 days, we will be entitled to deduct 3% cash discount If we pay within 21 days, we will be entitled to deduct 2% cash discount.

The period allowed for payment will begin as soon as the service has been provided in full and an invoice according to contract has been received. Should we be entitled to withhold payment on account of counter-claims, the payment will begin once the counter-claim has been settled.

Every payment on which the agreed conditions for a cash discount have been fulfilled will be eligible for the deduction of a cash discount. Should we fully meet the claim by netting counter-claims, this will be considered equivalent to payment.

Payment of invoices will not denote acceptance of the goods or a waiver of any claims whatsoever on our part.

8 Acceptance and transfer of risk

In the case of the delivery solely of goods, risk will not pass to us until a person empowered by us to do so has confirmed their delivery.

In the case of all other services, risk will pass when a person empowered by us to do so has accepted the service. Formal acceptance must take place. In the case of part deliveries/services, acceptance will not take place until the whole delivery/service has been completed.

9 Obligation to check deliveries and report defects

We reserve the right to check that deliveries are correct and suitable after acceptance has taken place (§ 8). We are not obliged to examine the goods. The provisions of § 377 of the German Commercial Code ("HGB") will only apply to obvious defects.

Contrary to § 377 HGB, our claims due to quality defects, quantity differences or deliveries of the wrong goods will still be safeguarded, provided we report any defects, quantity differences or deliveries of the wrong goods to the Supplier within 2 weeks. This period will begin at the time we obtain knowledge of the defect or discrepancy.

We are not subject to any obligations in addition to those described above.

10 Rights in the event of quality defects

Should the subject matter of the contract be defective, in addition to our legal rights, we may demand that it be repaired or replaced at no expense. This will not affect our right to compensation.

he deadline for warranty claims will end six months after the expiry period provided for in law.

The subject matter of the contract is the complete delivery or service agreed. Should the Supplier provide partial deliveries or partial manufacturing services as part of the same order, the warranty period will not begin until the last delivery or the last manufacturing service has been accepted.

11 Liability

Our liability in the event of minor negligence is limited to claims due to injury to life, limb and health, claims under the German Product Liability Law, claims derived from the acceptance of a guarantee and claims due to a culpable infringement of essential contractual obligations, as a result of which a failure to fulfil these obligations or their poor fulfilment endangers the purpose of the contract. Essential contractual obligations are such as protect legal rights of the customer that are vital to the contract, which the content and purpose of the contract must safeguard under all circumstances; essential also refers to such obligations the fulfilment of which makes the proper performance of the contract possible at all and on whose compliance the customer relies and is entitled to rely.

The amount of our liability in the event of minor negligence of essential contractual obligations is limited to damage typical in such cases that was foreseeable at the time the contract was concluded.

12 Drawings, samples

The Supplier is required to return to us automatically and at no expense documents, whatever their nature, that we provide to the Supplier, such as samples, models or drawings and the like, as soon as they are no longer required in order to carry out the order. They may not be made accessible to third parties. Copies may only be made subject to our prior consent. The Supplier may neither use himself nor offer or deliver to third parties products made according to documents prepared by us, such as drawings, models or the like, or according to our specifications or with our tools or with tools manufactured by the Supplier solely for the purpose of our order.

13 Deliveries to the Supplier, orders on commission:

Materials that we provide to the Supplier, either ourselves or through third parties, may only be used for our order and will remain our property. We do not transfer any right to dispose of the materials or any parts made from them. The materials provided must be stored separately from similar materials and identified as our property. The Supplier will carry out any processing or conversion on our behalf. Should these materials be processed or mixed, we will acquire co-ownership of the new object in proportion to the value of our materials to the other materials processed or mixed at the time the processing or mixing took place. The Supplier will store the new product on our behalf at no expense with the diligence of a conscientious businessman.

The Supplier is required to check the materials we provide as required by § 377 HGB and to report any defects identified immediately. Otherwise, the Supplier will forfeit the right to invoke a defect in the materials provided and will be required to compensate us for any damage.

The Supplier is liable for damage to or loss of the materials provided, even if he is not responsible for the loss or damage.

The materials must be returned to us free of charge should they not be required for our order.

14 Data processing

We may store electronically important data required in order to process the contract.

15 Supplier’s insolvency, right to terminate

Should the Supplier cease to make payments, or should insolvency proceedings (§§ 14 and 15 of the German Insolvency Regulations/”InsO”) or comparable legal proceedings be applied for by the Supplier or ourselves or some other creditor in accordance with the law, or should such proceedings be

opened or their opening be rejected due to the lack of assets, we will be entitled to rescind the contract wholly or partially or to terminate the contract for a material cause.

16 Place of jurisdiction

Augsburg is agreed as the place of jurisdiction. We are, however, entitled to sue the Supplier at his place of business.

17 Obligation to secrecy

The contractual partners undertake to safeguard as a business secret all information not in the public domain that becomes known to them through the business relationship. The Supplier is required to bind its suppliers accordingly.

18 Integrity of our business partners, acknowledgement of the Code of Conduct

The Supplier acknowledges our Code of Conduct and the fulfilment of the rules that it contains. In particular, he undertakes to comply with the following principles:

- Respect for the human rights of all employees and sub-contractors
- Renunciation of bribery and the exercise of illegitimate influence (corruption)
- Compliance with the laws against child labor
- Compliance with the protection of employees' health and safety
- Compliance with the protection of the environment
- Enforcement of the provisions of this Code of Conduct within the supply chain as well as
- Compliance with obligations under the law and payment of all necessary taxes and public dues
- Waiver on the use of conflict mineral within the supply chain and law abiding by the European Regulation (EU) 2017/821 of the European Parliament and of the Council of 17 May 2017 laying down supply chain due diligence obligations for Union importers of mineral from conflict-affected and high-risk areas

Further information may be found under http://www.sedak.com

19 Applicable law

The contract is subject to material law to the exclusion of UN purchasing law.