

Purchase Conditions SysCon GmbH

1 Area of Application

1. The following purchase conditions apply exclusively to our orders and contracts. Changes and additions as well as purchasing conditions from suppliers deviating from this only apply when give written consent to accept them as additions to our purchase conditions. Acceptance of deliveries respectively service or payment for before mentioned do not constitute an agreement to the purchase conditions of the supplier.
2. Our purchase conditions apply to all future dealings with the supplier.

2 Order

1. Orders and call-off orders as well as their changes and additions need written form. Orders may be executed by e-mail. Verbal agreements before or at conclusion of contract need written consent to become effective.
2. Should the supplier not accept the order within 5 days after receipt, we shall be entitled to withdraw the order. Call-off order become binding latest when the supplier does not object within 5 days after receipt.

3 Deliveries, Payment Terms

1. Deviations from our contracts or orders are only permitted after our previous written consent. Agreed upon dates and deadlines are generally binding. The receipt date of goods at our location is decisive for compliance with the delivery date or delivery deadline.
If delivery "EXW Incoterms 2020" is not agreed upon, the supplier has to make the goods available on time allowing for the usual time for loading and shipping.
2. If agreed upon dates cannot be met due to circumstances that attribute to suppliers fault, we reserve the right to withdraw from the contract – after setting an adequate period of grace including threat of withdrawal – to procure replacement from a third party and/or request compensation due to non-fulfillment. All this is irrespective of further legal regulations. We are entitled to compensation for all additional costs which occur from delayed deliveries or services due to supplier's fault. The acceptance of late deliveries or services does not constitute waving of claim for compensation.
3. If the supplier can foresee difficulties in production or material supply or if circumstances occur which cannot be influenced by him but which may keep him from delivering on time and with the agreed upon quality, the supplier has to inform our purchasing department immediately.
4. The sampled data ascertained by our incoming goods inspection are authoritative – subject to ulterior verification – for number of items, weights and measurements.
5. Force majeure, labor disputes, production disruption with no assigned fault, civil unrest, governmental measures and other inevitable events give us the right to withdraw from the contract either fully or in part, as long as they result in a considerable reduction of our requirements.

6. The specifications in our orders and call-off orders apply. The invoice is to be sent in a single version to the respectively printed address. We accept electronic invoices in pdf format.
7. If no special agreement is made, the prices are "EXW Incoterms 2020" including packaging. The VAT is not included therein.
The supplier bears the risk for the goods until reception by us or our representative at the location to which the delivery is to be shipped according to contract.
8. If no special agreement is made, the payment terms are 14 days 3% discount, 30 days net. The deadline starts when invoice and goods have been received by us respectively services have been carried out. Payment is executed with reservation of invoice verification.

4 Warranty

1. Reception of goods is done with reservation of verification of accuracy and suitability. We reserve the right to check the delivery or service for quality and quantity deviations as far as it is doable within the orderly course of business. Detected defects will be immediately reported by us. Thus the supplier forgoes the objection of late claim.
2. In case of defects with deliveries or services, apart from other rights for us from legal regulations, we have the right opt for free-of-charge replacement delivery or rework, ask for reduction of price (abatement) or withdraw from contract in total or in part (redhibitory action). Warranty period is 24 months.
3. If due to defective delivery an incoming inspection is necessary which exceeds the usual extent, the supplier bears the cost for this.
4. In urgent cases, especially to avoid acute danger or extensive damages we have the right to correct noticed defects ourselves on supplier's expense.

5 Product Damages

In case a customer or other third parties hold us liable for damaged products, the supplier is obligated to exempt us from such, as far as the damaged was caused through previous damages or faults from the products delivered by the supplier. In cases of liability subject to fault this only applies when the supplier is at fault. If the cause of damage is within the area of responsibility of the supplier, he bears burden of proof.

In such case the supplier takes on all cost and expenditures, including cost of possible legal action or product recall. Incidentally the legal regulations apply.

6 Title Retention

So far as we provide parts for the supplier, we reserve the right of ownership for those parts. Processing or alterations by the supplier are done in our name. In case of processing or mixing, we acquire the co-ownership for the new product at the ratio of the value of our product with regard to the other processed goods at the time of processing.

7 Confidentiality

Documents of all sorts which we provide to the supplier (like samples, drawings, models, data, etc.) as well as all other information provided by us, as long as they are not obviously meant for the public, may not be made available for third parties provided that this is not necessary in order to fulfill the contract. Products made in accordance to designs by us (like drawings, models, etc.) or according to confidential information from us or with our tools or copied tools may not be used by the supplier nor offered or delivered to a third party.

8 Place of fulfillment, Place of jurisdiction, Applicable law

1. Place of fulfillment is location of our company.
2. For all legal disputes from the contract the place of jurisdiction is location of our company. However, we reserve the right to bring legal action to the supplier at his company location..
3. The contract is subject to German law excluding conflict of laws.

SysCon GmbH
valid from 01.01.2023