

General Conditions of Purchase



Status: August 2025

§ 1 Scope, form

1. These General Terms and Conditions of Purchase (GTP) apply to all business relations with our business partners and suppliers („Seller“). The GPC shall only apply if the Seller is an entrepreneur, a legal entity under public law or a special fund under public law.
2. The GPC shall apply in particular to contracts for the sale and/or delivery of movable goods („Goods“), irrespective of whether the Seller manufactures the Goods himself or purchases them from suppliers. Unless otherwise agreed, the GPCs in the version in force at the time of the Buyer's order or, in any event, in the version most recently communicated to him in text form, shall apply as a framework agreement also to similar future contracts, without our having to refer to them again in each individual case.
3. These GPC shall apply exclusively. Deviating, contradictory or supplementary General Terms and Conditions of Business of the Seller shall only become part of the contract if and insofar as we have expressly agreed to their validity in writing. This consent requirement shall apply in any case, for example even if we accept the Seller's deliveries without reservation in the knowledge of the Seller's General Terms and Conditions of Business.
4. Individual agreements made with the Seller in individual cases (including collateral agreements, supplements and amendments) shall in any case take precedence over these GPC. Subject to proof to the contrary, a written contract or our written confirmation shall be decisive for the content of such agreements.
5. Legally relevant declarations and notifications of the Seller in relation to the contract (e.g. setting of a deadline, reminder, withdrawal) must be made in writing, i.e. in written or text form (e.g. letter, e-mail, fax). Statutory formal requirements and further evidence, in particular in the event of doubts about the legitimacy of the person making the declaration, remain unaffected.
6. References to the validity of statutory provisions shall only have clarifying significance. Even without such clarification, the statutory provisions shall therefore apply, unless they are directly amended or expressly excluded in these GPC.

§ 2 Conclusion of contract

1. Our order shall be deemed binding at the earliest upon written submission or confirmation. The Seller shall notify us of obvious errors (e.g. typing and calculation errors) and incompleteness of the order including the order documents for the purpose of correction or completion before acceptance; otherwise the contract shall be deemed not to have been concluded.
2. If the order is agreed with the Seller using electronic ordering procedures/systems (e.g. ERP / PDF), our order shall be deemed binding at the earliest upon receipt of the corresponding electronic order (e.g. PDF by e-mail). Paragraph (1). S. 2 applies accordingly.
3. The seller is obliged to confirm our order in writing within a period of 3 working days or to execute it without reservation, in particular by dispatching the goods (acceptance).
4. A delayed acceptance shall be deemed to be a new offer and requires our acceptance.

§ 3 Delivery time and delay in delivery

1. The delivery time stated by us in the order is binding. If the delivery time is not stated in the order and has not been agreed otherwise, it is 2 weeks from the conclusion of the contract. The Seller is obliged to inform us immediately in writing if he is unlikely to be able to meet agreed delivery times.
2. If the seller does not perform his service or does not perform it within the agreed delivery time or is in default, our rights shall be determined - in particular to withdrawal and compensation - in accordance with the statutory provisions. The regulations in paragraph 3 remain unaffected.
3. If the seller is in default, we may - in addition to further statutory claims - claim in the event of a delay in delivery, we shall be entitled to demand lump-sum compensation for our damage caused by delay in the

amount of 0.25 % of the net price per completed working day, but not more than a total of 5 % of the net price of the goods delivered late. We reserve the right to prove that a higher damage has been incurred. The Seller reserves the right to prove that no damage at all or only a significantly lower damage has been incurred.

§ 4 Performance, delivery, transfer of risk, Default of acceptance

1. The ordered services and deliveries must comply with the legal requirements of the European Union and the Federal Republic of Germany. In particular, the rules of technology as well as the respective legal provisions in DIN/VDE regulations and other technical standards, especially with regard to safety and environmental protection, must be observed. CE conformity must be guaranteed.
2. The seller is also obliged to comply with all legal requirements for Germany and the European Union in his services and deliveries, in particular the Ordinance on the Prohibition of Chemicals, the Ordinance on Hazardous Substances, the Ordinance on the Chemical Ozone Layer and the Battery Ordinance; (in particular the Ordinance on Substances that Deplete the Ozone Layer (EC Number 2037/2000), the Ordinance on Certain Fluorinated Fuel Greenhouse Gases (EC Number 842/2006) and the Ordinance on the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH, EC No 1907/2009) shall be complied with.
3. The Seller shall not be entitled to have the performance owed by him rendered by third parties (e.g. subcontractors) without our prior written consent. The Seller shall bear the procurement risk for his services, unless otherwise agreed in individual cases.
4. Delivery shall be made within Germany „free domicile“ to the place specified in the order. If the place of destination is not specified and unless otherwise agreed, delivery shall be made to our registered office in 21337 Lüneburg. The respective place of destination is also the place of performance for the delivery and any subsequent performance (debt to be discharged at the place of performance).
5. a delivery note must be enclosed with the delivery, stating the date (issue and dispatch), the contents of the delivery (article number and quantity) and our order identification (date and number). If the delivery note is missing or incomplete, we are not responsible for any delays in processing and payment resulting from this. Separated from the delivery note, a corresponding dispatch note with the same content is to be sent to us.
6. The risk of accidental loss and accidental deterioration of the goods shall pass to us upon delivery at the place of performance. If acceptance has been agreed, this is decisive for the transfer of risk. The statutory provisions of the law on contracts for work and services shall also apply accordingly in other respects in the event of an acceptance. If we are in default of acceptance, this shall be equivalent to handover or acceptance.
- 7 The statutory provisions shall apply to the occurrence of our default of acceptance. However, the Seller must also expressly offer us his service if a specific or determinable calendar time has been agreed for an action or cooperation on our part (e.g. provision of material). If we are in default of acceptance, the Seller shall be entitled to demand reimbursement of its additional expenses in accordance with the statutory provisions. If the contract relates to an unacceptable item to be manufactured by the Seller (custom-made product), the Seller shall only be entitled to further rights if we are obliged to cooperate and are responsible for the failure to cooperate.

§ 5 Prices and terms of payment

1. The price stated in the order is binding. All prices are understood to include statutory value-added tax, if this is not shown separately.
2. Unless otherwise agreed in individual cases, the price includes all services and ancillary services of the seller (e.g. assembly, installation) as well as all incidental costs (e.g. proper packaging, transport costs including any transport and liability insurance).

3. The agreed price is due for payment within 30 calendar days from complete delivery and performance (including any agreed acceptance) and receipt of a proper invoice. If we make payment within 14 calendar days, the Seller shall grant us a 3% discount on the net amount of the invoice. In the case of bank transfer, payment shall be deemed to have been made on time if our bank receives our transfer order before the expiry of the payment period; we shall not be responsible for delays caused by the banks involved in the payment process.
4. We do not owe any interest on maturity. The statutory provisions apply to default of payment.
5. We are entitled to set-off and retention rights as well as the defence of non-performance of the contract to the extent permitted by law. In particular, we are entitled to withhold due payments as long as we are still entitled to claims against the seller arising from incomplete or defective performance.
6. The seller has a right of set-off or retention only in the case of counterclaims which have been legally established or are undisputed.

§ 6 Secrecy and reservation of title

1. We reserve the property rights and copyrights to illustrations, plans, drawings, calculations, execution instructions, product descriptions and other documents. Such documents shall be used exclusively for the contractual performance and shall be returned to us after completion of the contract. The documents must be kept secret from third parties, even after termination of the contract. The obligation to maintain secrecy shall not expire until and insofar as the knowledge contained in the documents provided has become generally known.
- 2 The above provision shall apply accordingly to substances and materials (e.g. software, finished and semi-finished products) as well as to tools, templates, samples and other items which we provide to the Seller for production. Such objects are - as long as they are not processed - to keep them separately at the expense of the seller and to insure them to a reasonable extent against destruction and loss.
3. Any processing, mixing or combination (further processing) of items provided by the Seller shall be carried out on our behalf. The same shall apply if the goods supplied are further processed by us, so that we shall be deemed to be the manufacturer and shall acquire title to the product at the latest upon further processing in accordance with the statutory provisions.
4. The transfer of ownership of the goods to us must take place unconditionally and without regard to the payment of the price. If, however, we accept in individual cases an offer of transfer of ownership from the seller conditional upon payment of the purchase price, the seller's reservation of ownership shall expire at the latest upon payment of the purchase price for the delivered goods. In the ordinary course of business, we shall remain authorised to resell the goods in advance of payment of the purchase price and to assign the resulting claim (alternatively, the simple reservation of title extended to resale). All other forms of retention of title are thus excluded in any case, in particular the extended, the forwarded and the retention of title extended to further processing.
5. In the case of tools manufactured for us by the seller, the following shall also apply: The seller shall be obliged to use the tools exclusively for the manufacture of the goods ordered by us. Use of the tools by third parties is only permitted with our written consent. The Seller is obliged to insure the tools belonging to us at their replacement value at his own expense against fire, water and theft. At the same time, the Seller hereby assigns all claims for compensation under this insurance. We hereby accept the assignment. The supplier is obliged to carry out all necessary maintenance and inspection work on the tools as well as all maintenance and repair work at his own expense and in good time. We must be notified immediately of any malfunctions. If the supplier culpably fails to do so, he is obliged to pay us compensation.

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§ 7 Defective delivery

1. The statutory provisions shall apply to our rights in the event of material defects and defects of title of the goods (including wrong and short delivery as well as improper assembly, defective assembly, operating or instruction manual) and other breaches of duty by the seller, unless otherwise provided for in the following.
2. According to the statutory provisions, the Seller shall be liable in particular for ensuring that the goods have the agreed quality at the time the risk passes to us. In any event, those product descriptions which - in particular by designation or reference in our order - are the subject matter of the respective contract or which have been incorporated into the contract in the same way as these GPC shall be deemed to be an agreement on quality. It makes no difference whether the product description originates from us, the seller or the manufacturer.
3. In deviation from § 442 para. 1 sentence 2 BGB (German Civil Code), we shall be entitled to claims for defects without restriction even if the defect remained unknown to us at the time of conclusion of the contract due to gross negligence.
4. The statutory provisions shall apply to the commercial duty to inspect and give notice of defects with the following proviso: our duty to inspect shall be limited to defects which become apparent during our incoming goods inspection under external examination including the delivery documents (e.g. transport damage, wrong and short delivery) or which are recognisable during our quality control by random sampling. Insofar as acceptance has been agreed, there is no obligation to inspect. In all other respects it depends on the extent to which an inspection is feasible in the normal course of business, taking into account the circumstances of the individual case. Our obligation to give notice of defects discovered later remains unaffected. Irrespective of our duty to inspect, our complaint (notification of defects) shall in any case be deemed to be prompt and timely if it is made within 3 working days after discovery or, in the case of obvious defects, after delivery.
5. Subsequent performance shall also include the removal of the defective goods and their reinstallation, provided that the goods have been installed in or attached to another object in accordance with their nature and intended use; our statutory claim to reimbursement of corresponding expenses shall remain unaffected. The Seller shall bear the expenses necessary for the purpose of inspection and subsequent performance even if it turns out that there was actually no defect. Our liability for damages in the event of an unjustified request for the removal of defects remains unaffected; however, in this respect we shall only be liable if we have recognised or grossly negligently failed to recognise that there was no defect.
6. Notwithstanding our statutory rights and the provisions in para. 5, the following shall apply: If the Seller does not fulfil his obligation to provide subsequent performance - at our option by remedying the defect (subsequent improvement) or by delivering a defect-free item (replacement delivery) - within a reasonable period of time set by us, we may remedy the defect ourselves and demand reimbursement of the necessary expenses or a corresponding advance payment from the Seller. If the subsequent performance by the Seller has failed or is unreasonable for us (e.g. due to particular urgency, endangerment of operational safety or imminent occurrence of disproportionate damage), no deadline need be set; we shall inform the Seller of such circumstances without delay, if possible in advance.
7. In other respects, we shall be entitled to reduce the purchase price or to withdraw from the contract in the event of a material defect or defect of title in accordance with the statutory provisions. In addition, we shall be entitled to compensation for damages and expenses in accordance with the statutory provisions.

§ 8 Supplier recourse

1. We are entitled to our legally determined rights of recourse within a supply chain without restriction in addition to the claims for defects. In particular, we shall be entitled to demand from the Seller exactly the type of subsequent performance (repair or replacement) that we owe our customer in the individual case. Our statutory right of choice is not restricted by this.
2. Before we acknowledge or fulfil a claim for defects asserted by our customer, we shall notify the seller and request a written statement of the facts of the case, giving a brief description of the facts. If a substantiated statement is not made within a reasonable period of time and no amicable solution is brought about, the claim for defects actually granted by us shall be deemed to be owed to our customer. In this case, the Seller shall be responsible for providing proof to the contrary.
3. Our claims arising from supplier recourse shall also apply if the defective goods have been further processed by us or another entrepreneur, e.g. by incorporation into another product.

§ 9 Producer liability

1. If the seller is responsible for product damage, he must indemnify us from claims of third parties to the extent that the cause lies within his area of control and organisation and he is liable himself in the external relationship.
2. Within the scope of his indemnification obligation, the seller shall reimburse us for expenses pursuant to §§ 683, 670 BGB (German Civil Code) which arise from or in connection with a third-party claim, including recall actions carried out by us. We shall inform the Seller - as far as possible and reasonable - about the content and scope of recall measures and give him the opportunity to comment. Further legal claims remain unaffected.
3. The seller shall take out and maintain product liability insurance with a lump sum coverage of at least EUR 5 million per personal injury/property damage.

§ 10 Data protection

1. We are entitled to collect personal data of the seller as well as of his employees within the scope of the business relationship by machine and to process them in an automated file.
2. We process personal data exclusively in accordance with professional regulations and applicable law, in particular in compliance with the DSGVO and the BDSG and refer to the separate data protection declaration pursuant to Art. 13 DSGVO.
3. We do not assume any liability for the security of data and information transmitted by e-mail or electronic media, nor for any damages resulting from this (for example, due to loss and/or unauthorized access by third parties).

§ 11 Limitation period

1. The mutual claims of the contracting parties shall become statute-barred in accordance with the statutory provisions, unless otherwise stipulated below.
2. In deviation from § 438 para. 1 no. 3 BGB the general limitation period for claims for defects is 3 years from the transfer of risk. If acceptance has been agreed, the limitation period shall commence upon acceptance. The 3-year period of limitation shall also apply accordingly to claims arising from defects of title, whereby the statutory period of limitation for real claims for restitution of property of third parties (§ 438 para. 1 no. 1 BGB) shall remain unaffected; furthermore, claims arising from defects of title shall in no case become statute-barred as long as the third party has acquired the right - in particular in the absence of a period of limitation - to ...can still assert a claim against us.
3. The limitation periods of the law on sales, including the above extension, shall apply - to the statutory extent - to all contractual claims for defects. Insofar as we are also entitled to non-contractual claims for damages due to a defect, the regular statutory limitation period shall apply here, unless the application of the limitation periods of the law on sales leads to a longer limitation period in an individual case.

§ 12 Force majeure

Force majeure, labour disputes, interruptions of operations through no fault of our own, unrest, official measures or other unavoidable events shall entitle us - without prejudice to our other rights - to withdraw from the contract in whole or in part, provided that they are not of insignificant duration and result in a considerable reduction of our requirements.

§ 13 Choice of law and place of jurisdiction

1. The law of the Federal Republic of Germany shall apply to these General Terms and Conditions and the contractual relationship between us and the Seller, excluding international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.
2. If the seller is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive - also international - place of jurisdiction for all disputes arising from the contractual relationship is our registered office in Lüneburg. The same applies if the seller is an entrepreneur within the meaning of § 14 BGB. In all cases, however, we shall also be entitled to bring an action at the place of performance of the delivery obligation in accordance with these General Terms and Conditions or a prior individual agreement or at the general place of jurisdiction of the Seller. Priority statutory provisions, in particular those concerning exclusive jurisdiction, shall remain unaffected.
3. Should any provision of these terms and conditions or of the further agreements made thereon be or become invalid, the validity of the remaining provisions shall not be affected thereby. The contracting parties are obliged to replace the invalid provisions by a provision that comes as close as possible to their economic success.

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