

I. Contractual basis – scope

1. The following conditions form the basis for the order. Conditions of the Contractor (C) which contradict or deviate from the Purchasing Conditions of the Ordering Party (OP) are not recognised unless the OP has expressly agreed to them in writing. These Purchasing Conditions also apply if the OP unreservedly accepts the delivery from the C even though the OP is aware of conditions of the C which contradict or deviate from these Purchasing Conditions.
2. The contents of the order document and, if applicable, the attached list of order specifications, any records of negotiations signed by the OP and the C, and any other contractual documents signed by the OP and the C and attached to the order document take precedence over these General Purchasing Conditions.
3. Contractual rights and obligations may only be transferred with the written consent of the OP. Products and services may only be supplied by subcontractors if the OP has been informed of this in writing.

II. Order and award of contract

1. Orders are only valid if they are made in writing. Verbal orders or orders made by phone only become effective upon written confirmation by the OP.
2. The C must check the order and inform the OP in writing of any errors and discrepancies.
3. The OP can cancel the order if the C does not accept it by returning the attached order confirmation within two weeks of order receipt. If the order is not confirmed in writing, commencement of work and/or successful delivery are considered to be unreserved acceptance of the order under the conditions of the OP.
4. If, as an exception, prices are not expressly determined with the order, the contract only comes into effect after the OP confirms the price in writing.
5. Changes or supplements to the order and the contract or subsidiary agreements require written confirmation by the OP in order to be valid.
6. As far as possible, documents should be sent in pdf format to the central e-mail address (einkauf@w-stadler.de).

III. Prices

1. On contract conclusion, the C confirms that it has been informed of all circumstances and factors which influence the pricing. The agreed prices are fixed prices for the entire period of the contract implementation.
2. In the absence of any other written agreement, the price includes the costs of delivery and the packaging.

IV. Delivery period – delivery/service location – risk assumption

1. The delivery dates or periods stated in the order are binding. The C must immediately inform the OP in writing about any delivery delays it becomes aware of, also stating the reasons and probable duration. The C takes suitable measures to minimise delays as much as possible. The C bears any additional costs for acceleration measures to ensure compliance with the delivery date.
2. In the absence of written agreements to the contrary, deliveries are made and services provided according to DAP place of delivery (Incoterms 2020).
3. Shipping is to the shipping address stated in the order. The OP's order data must be stated on the packaging, waybill, package address, shipping notices, invoices and labels. The C notifies the OP of shipping without delay and in writing, quoting the order number. Any shipments which arrive with an incorrect shipping address are stored by the OP until rectification by the C, exclusively at the cost and risk of the C.
4. Decisive for the on-time delivery of products is their receipt at the receiving point specified by the OP. Decisive for the on-time delivery of products including setting up or installation and of services is the time of their approval. At these points in time, the risk for the product or service is transferred to the OP.
5. The acceptance of a late product or service provision does not constitute a waiver of any compensation or other claims.
6. THE C provides its services at its own responsibility while exercising its own rights to instruct the personnel engaged for implementation. Services to be performed on sites of the OP must not obstruct operations or third parties any more than is strictly necessary. Therefore, the instructions of the authorised representatives of the OP must be followed. This also applies to instructions of the OP for safety reasons.

V. Contractual penalties

In the event of default of delivery for which the C is responsible, the OP is entitled to charge a contractual penalty to the amount of 0.5% for every full week of the delay, however not exceeding a maximum total of 5% of the value of the part of the overall delivery which can not be used or can not be used in accordance with the contract as a result of the delay.

The OP is entitled to enforce the contractual penalty in addition to the fulfilment. The OP declares a reservation of the contractual penalty to the C within 10 working days of receipt of the delayed product or service. Further claims and rights remain unaffected.

VI. Force majeure

In the event of force majeure, the OP is entitled to fully or partly withdraw from the contract or to demand a postponement of the delivery or service to a later time or period to be determined by the OP.

VII. Obligations to perform – environmental protection

1. The C provides all products and services according to the latest state of technology and taking into account verified findings from occupational research, under strict observance of all relevant statutory rules, regulations and guidelines issued by authorities, professional associations and trade associations or any other relevant and applicable regulations, guidelines etc. in their current valid versions. The C is responsible for acquiring the necessary knowledge. Should the C have reservations about the type of fulfilment requested by the OP, it informs the OP of this immediately and in writing.
2. As far as possible under the economic and technical circumstances, the C selects environmentally friendly products, processes and packaging for its products and services as well as for additional products or services provided by third parties. The C also takes account of environmental protection requirements in all its activities for the contract fulfilment.
3. The General Packaging Regulations of Stadler Anlagenbau GmbH apply. They are available for download here www.w-stadler.de.

VIII. Documents

1. At the latest on delivery, the C provides the OP with all documents necessary for the correct use of the products and services, e.g. assembly and operating instructions, drawings, plans, manuals, technical documentations and calculations, unless the contracting parties have reached a different agreement in writing. These items then become the property of the OP.
2. The OP retains ownership of the documents, samples, models etc. supplied to the C. They may not be made accessible to third parties without the express written consent of the OP and must be used exclusively for the production based on the order. The C returns them after completion of the order.

IX. Property rights

1. Any patent or licence fees are covered by the contract price.
2. The C guarantees that all products and services are unencumbered by third-party property rights and in particular that the use of items supplied does not violate patents, licences or other third-party rights.
3. The C indemnifies the OP from all claims by third parties resulting from any property rights violations. The C also bears all costs which arise for the OP in this context.
4. The limitation period for claims under No. 9 is 10 years, starting with the conclusion of the respective contract.

X. Rights of the OP in the event of material defects and defects of title

1. The C provides its products and services in the quality required and free of material defects and defects of title. The C immediately remedies, at its own cost, all defects which occur up to the end of the limitation period for claims for defects, or newly provides the product or services free of defects (subsequent fulfilment). This also applies for products for which the inspection was limited to random samples. Furthermore, the OP can enforce other statutory rights, in particular own performance and reimbursement of expenses, withdrawal, reduction of the price and/or compensation.
2. The statute of limitations applies to the rights of the OP in the event of material and legal defects. The limitation period starts with the transfer of risk. Should deliveries or services be delayed for reasons for which the OP is responsible, the period starts at the latest six months after provision for delivery or acceptance.
3. For delivered parts which can not remain in operation during inspection of the defect and/or during work to remedy the defect, the period of limitation is extended by the duration of the stoppage. For repaired or replaced parts, the period re-starts with the completion of installation.

XI. Invoicing and payment

1. Invoices are sent in digital form (pdf format) and a form capable of checking, including all order data of the OP, to the e-mail address: rechnungen@w-stadler.de. The VAT must be stated separately. This also applies to any agreed advance payments. Invoices are not payable as long as these details are missing. Copies of invoices must be clearly marked as duplicates. Invoices for monthly deliveries/services are issued at the latest on the 3rd working day of the following month.
2. Unless otherwise agreed, payments are made within 14 days at a discount of 3% or within 40 days net using methods of payment at the OP's option. A discount is also permitted if the OP withholds payments for justifiable reasons, e.g. due to defects. The payment period starts upon receipt of the invoice, however not before receipt of the defect-free products, approval of the service and complete transfer of any documentation or other contract documents due from the C.
3. Insofar as the OP has ordered work paid by the hour, such work is only paid for according to confirmed hour records and at the hourly rates recognised by the OP.

XII. Termination - withdrawal

The OP is entitled without charge and at its discretion to completely or partly withdraw from the contract or to terminate the contract with immediate effect if the C ceases its payments or files for insolvency. In the event of withdrawal or termination, the C must, at the request of the OP, hand over to the OP any parts completely or partly manufactured or purchased for this order insofar as the OP has paid for them or the OP is prepared to do so in stages as the items are handed over.

XIII. Assignment of claims

The assignment of any claims of the C against the OP based on or in connection with the order is only permitted with the written consent of the OP.

XIV. Confidentiality – data privacy

1. The contracting parties are obliged keep confidential all knowledge about non-public information or technical details to which they become party due to the business relationship. Subcontractors must be obliged to do the same.

2. The C keeps the contract conclusion confidential. The C may only refer in advertising media to its business relations with the OP after obtaining the consent of the OP in writing.
3. The C undertakes to observe the provisions of the General Data Protection Regulation (GDPR). The OP only collects, processes and uses personal data of the C in accordance with the terms of the GDPR.

XV. Place of fulfilment – applicable law – place of jurisdiction

1. The place of fulfilment for all products and services of the C is the delivery address and/or place of use stated by the OP.
2. The law of the Federal Republic of Germany applies exclusively, under exclusion of UN Convention on the International Sale of Goods.
3. Unless otherwise agreed, the contract language is German.
4. Providing the C is a registered trader, the place of jurisdiction is the domicile of the OP. However, the OP is also entitled to take action against the C at the court of its business domicile.