

# General Purchase Conditions (AEB) of Brugger GmbH, Hardt



An essential point in cooperation between you (supplier) and us (customer) is a high level of flexibility and adherence to delivery dates. Our customers ask increasingly for shorter delivery periods and smaller purchase quantities, which we are only able to accomplish with you supporting us.

## 1. Business transactions

All transactions made with us, even if verbally agreed to, require a confirmation in writing to achieve legal effect. We expect this confirmation within 3 working days after we have placed the corresponding order. Our AEBs are also in force with all future transactions. Even with the ineffectiveness of certain AEB's regulations, the remaining content is obligatory. All other agreements and supplementations are only then effective, when confirmed by us in writing.

## 2. RoHS compliant articles + environment protection

Please note that you are only permitted to deliver RoHS compliant articles to us, except we state explicitly the opposite (regulation 2002/95/EG). The mere delivery of the goods without objection approves the conformity. Should the ordered article –against our assumption- not be RoHS compliant, we ask you to confer with us before sending the goods. In order to fulfill his contractual obligation the supplier has to comply with all legal and official requirements regarding environment protection.

## 3. Delivery time

Agreed delivery dates are binding. The receipt of goods at our premises is the decisive factor for the compliance of the delivery date. Deliveries before the agreed delivery date or partial deliveries are only acceptable if discussed beforehand. The supplier is obliged to attach the relevant delivery notes to the consignments.

### 3.1 Scope of delivery

The agreed scope of delivery is binding. Before sending the goods, our written approval for over or under deliveries is to be requested. On our demand, over delivered parts have to be taken back at the supplier's expense resp. are not allowed to be invoiced.

## 4. Delay in delivery

Obvious delays in delivery have to be immediately advised –verbally or in writing- so that we can set a grace period. Should we not receive the corresponding goods within this period, we are entitled to claim damages for non-performance or to withdraw from the order concerned (in case that you are responsible for the delay).

## 5. Respect of human rights

The supplier shall treat all humans with respect and fairness and shall respect fundamental human rights, as, for example, laid down in the General Declaration of Human Rights of the United Nations and in the tripartite basic declaration of the International Labor Organization (ILO) of the United Nations for multinational companies and social policies. Among others, these include the prohibition of forced or child labour, rules for adequate compensation, social contributions, working hours, freedom of association and other fair working conditions in compliance with applicable laws. The supplier shall provide a working environment free of repression and free of discrimination, harassment and other improper behaviour with regard to sex, age, race, colour, ethnic or national origin, nationality, religion, religious views, physical or mental impairment, veteran status, sexual orientation or other legally protected characteristics.

## 6. Prices / Dispatch

Prices offered are binding. Price increases have to be stated on the order confirmation and require our agreement in writing. Prices for call-off orders of current and already confirmed blanket orders must not be increased. The dispatch is always effected DDP Hardt.

## 7. Payment

Should there not be an agreement to the contrary, we settle invoices either within 14 days less 2% cash discount or 30 days net.

## 8. Place of jurisdiction

For all disputes arising between the parties the German law is applicable.  
Place of jurisdiction: Rottweil.