

Jura-Guss GmbH Leichtmetallgiesserei

Kokillen-, Modell- und Werkzeugbau · Mechanische Bearbeitung · CAD

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General Terms and Conditions of Purchase JURA-GUSS GmbH

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§ 1 Application

- (1) These terms and conditions of purchase shall apply exclusively. Differing or contrary terms shall not apply except if expressly agreed upon in writing by JURA-GUSS GmbH.
- (2) These terms and conditions of purchase shall also govern all future transactions between the parties and shall also apply if we except delivery despite our knowledge of differing or contrary terms.
- (3) These general terms and conditions of purchase shall only apply vis à vis entrepreneurs, governmental entities, or special governmental estates in the meaning of sec. 310 para. 1 BGB (German Civil Code).
- (5) The general terms and conditions of purchase shall apply for the supply of products and services of any kind.

§ 2 Conclusion of Contract

- (1) If the supplier fails to accept the purchase order within 10 working days after its receipt JURA-GUSS GmbH shall be entitled to its revocation. Within the meaning of these terms and conditions of purchase a purchase order shall be any written request from JURA-GUSS GmbH to the supplier to provide a product or a service.
- (2) Only purchase orders placed in writing shall be legally valid. Purchase orders placed verbally or by telephone must subsequently be confirmed in writing to be legally valid. The same shall apply to additional verbal agreements and any amendments to the contract. After prior agreement, purchase orders, release orders as well as their modifications, amendments and supplements may also be issued by remote data transmission.
- (3) No remuneration shall be paid for visits, the preparation of offers, project work or similar activities unless expressly agreed or prescribed by mandatory law.
- (4) JURA-GUSS GmbH may request changes of the delivery item in respect of design and construction at any time, even after conclusion of the contract. The supplier shall be obligated to promptly perform such changes to the extent that they are reasonable. If, as a result of any such change additional or reduced costs are incurred or delivery deadlines have to be adjusted, the parties shall reach the necessary agreement in a reasonable manner.

§ 3 Prices, Payment

- (1) The prices agreed shall be fixed prices and in each case shall be the total price for the production and delivery of the products including any and all collateral performances. Prices include delivery to our facilities, including the respective statutory VAT and including any and all costs for packaging and customs (DDP JURA-GUSS GmbH, Beilngries according to Incoterms 2010), except as otherwise expressly agreed upon.
- (2) The purchase price is due and payable within 14 days from receipt of the proper invoice with a 3 % discount or net within 30 days from receipt of the proper invoice.

§ 4 Offset, Retainer

- (1) JURA-GUSS GmbH reserves all rights to offset or retain payment provided by applicable law.
- (2) The supplier's right of set-off shall be excluded unless the counterclaims are undisputed or non-appealable. The same shall apply to the exercise of any right of retention.

§ 5 Delivery, Shipping, Force Majeure

- (1) All delivery dates stated in the order or otherwise agreed upon are binding.
- (2) The supplier may only rely on JURA-GUSS GmbH's failure to supply necessary documents or information if he has requested the relevant documents from JURA-GUSS GmbH in writing and has not received the documents within a reasonable period of time.
- (3) Delivery notes, bills of lading, invoices and all correspondence shall include the JURA-GUSS GmbH purchase order number. Offers shall include the RFQ number.
- (4) The seller shall immediately inform JURA-GUSS GmbH of any threatening or existing delay in delivery, the reasons for such delay and the anticipated duration of such delay. The foregoing shall not affect the occurrence of a default in delivery.
- (5) In case of default in delivery JURA-GUSS GmbH reserves all rights under applicable law.
- (6) Force majeure shall release the parties from their performance obligations for the duration of the default in performance and, additionally, to the extent necessary, the duration of an adequate resumption period. The parties shall undertake to make all reasonable efforts to provide without undue delay the necessary information regarding the existence, type and anticipated duration of the default in performance and to adjust their obligations in good faith in accordance with the changed circumstances. JURA-GUSS GmbH shall be fully or partially released from its duty to take delivery or accept performance. If no contract where time is of the essence has been agreed JURA-GUSS GmbH shall be entitled to revoke the unperformed part of the contract should the delay exceed a period of 2 weeks.

§ 6 Passing of Risk, Transfer of Title

- (1) The risk of loss or damage to the goods passes to JURA-GUSS GmbH upon delivery at the agreed place of delivery.
- (2) Title to the products shall pass to JURA-GUSS GmbH at the latest on payment of the products. Any extended, expended or other retention of title shall not be a contractual element.

§ 7 Quality Assurance, Inspection of incoming Shipments

- (1) The supplier shall implement, maintain and upon request furnish proof of an appropriate quality assurance system in compliance with the state of the art. Should JURA-GUSS GmbH deem this necessary the supplier shall enter into an appropriate quality assurance agreement with JURA-GUSS GmbH.
- (2) Having given adequate notice JURA-GUSS GmbH or appropriately authorized third parties shall be entitled to perform audits at the supplier's site during normal business hours.
- (3) The supplier shall keep all documents, particularly quality data/records, test results, analyses, process data and all details required for retroactive process tracing for at least 15 years after the last delivery of the relevant delivery item to JURA-GUSS GmbH and shall provide JURA-GUSS GmbH with access to the above, if so requested.
- (4) In so far as the parties have entered into a quality assurance agreement JURA-GUSS GmbH's duty of examination shall be restricted to an examination of the quantity and identity of the delivery items as well as an examination in respect of externally visible damage. JURA-GUSS GmbH shall notify the supplier of any non-conformance found during such an examination. Such a notification shall be deemed timely if received by the supplier within a period of two weeks of delivery of the goods or, in the case of hidden nonconformance, their discovery or an information by the customer of JURA-GUSS GmbH respectively.

If the parties have not entered into a quality assurance agreement JURA-GUSS GmbH shall undertake to examine the goods in respect of nonconformance within a reasonable period of time. Any nonconformance found shall be notified to the supplier. Such a notification shall be deemed timely if received by the supplier within a period of two weeks of delivery of the goods or, in the case of hidden nonconformance, their discovery or an information by the customer of JURA-GUSS GmbH respectively.

§ 8 Liability for Defects, Warranty

(1) JURA-GUSS GmbH reserves all rights and remedies for non-conformity provided by applicable law. JURA-GUSS GmbH is especially entitled, upon the discretion of JURA-GUSS GmbH, to claim remedy of defects, delivery of conforming goods, and damages.

(2) The existence of a defect shall be defined in accordance with the provisions of the German Civil Code (Bürgerliches Gesetzbuch). Compliance with validation rules and any approval by JURA-GUSS GmbH and/or its customers shall not release the supplier from his obligation to supply faultless products.

(3) In case of imminent danger JURA-GUSS GmbH is entitled, after giving notice to the supplier, to remedy the defects on the supplier's cost.

(4) The warranty period commences upon complete delivery of the scope of delivery and performance (also in case of capital goods and machines) or as of acceptance, if an acceptance has been agreed to.

(5) Warranty claims shall be time-barred after 36 month of the passage of risk.

§ 9 Warranty of Title

(1) The supplier warrants that the goods are free from rights of third parties and that delivery of the goods does not violate any rights of third parties. The supplier shall indemnify JURA-GUSS GmbH, upon first demand, from any claims of third parties in this regard.

(2) Claims based on defect in title shall be time-barred pursuant to § 8 (5) above.

§ 10 Liability, Product Liability, Recall

(1) The supplier shall be liable in accordance with the statutory regulations unless stated otherwise in these general terms and conditions of purchase. If any claims for damage are asserted against JURA-GUSS GmbH by third parties for which the supplier is liable in law or in accordance with these general terms and conditions of purchase then the supplier shall indemnify JURA-GUSS GmbH in respect of any and all such claims.

(2) If claims are lodged against JURA-GUSS GmbH in respect of violations of official safety regulations or on the basis of domestic or foreign product liability provisions or laws in relation to a product defect caused by the supplier's product then JURA-GUSS GmbH shall be entitled to claim damages from the supplier to the extent that the damage was caused by the supplier's product.

(3) The supplier shall be liable for measures taken by JURA-GUSS GmbH, customers of JURA-GUSS GmbH or other third parties to avoid danger and damage (e.g. recall actions, customer service actions or other field actions) to the extent that these measures were caused by defects of the products supplied by the supplier or other violations of the supplier's duties.

(4) The supplier shall adequately participate in good faith in any voluntary customer service actions or other field actions initiated by JURA-GUSS GmbH, customers of JURA-GUSS GmbH or other third parties.

§ 11 Provision of Material / Tools

(1) In so far as JURA-GUSS GmbH provides the supplier with material or parts these shall remain the property of JURA-GUSS GmbH. Any processing, intermixture or combination takes place for JURA-GUSS GmbH as manufacturer according to § 950 BGB. If, in case of any processing, intermixture or combination with the property of third parties the ownership of these third parties survives, JURA-GUSS GmbH shall acquire coownership in the new item in relation of the value of the items provided to the value of the property contributed by third parties at the time of the processing, intermixture or combination.

(2) Production and test equipment provided or paid for by JURA-GUSS GmbH (directly or on the basis of amortization) including accessories and documents shall remain or become the property of JURA-GUSS GmbH and shall be identified as such or, if applicable, as the property of the relevant customer of JURA-GUSS GmbH. These items shall be provided to the supplier on a loan basis and their return may be requested at any time.

(3) The items mentioned in § 11 (1) and § 11 (2) may only be used for the manufacture of JURA-GUSS GmbH products and shall be maintained in good condition at the expense of the supplier.

(4) Apart from that, the above mentioned items, if necessary, shall be replaced at the expense of the supplier, should the agreed output or the output anticipated in good faith not be achieved.

(5) The supplier shall bear the risk as long as these above mentioned items are in his safekeeping and he shall adequately insure the items for their replacement value. The supplier herewith already assigns any and all benefits from such an insurance policy to JURA-GUSS GmbH. JURA-GUSS GmbH accepts this assignment. The supplier shall have no right of retention in respect of these items.

§ 12 Spare Parts

(1) The supplier shall undertake to ensure the supply of spare parts to JURA-GUSS GmbH during the serial production of the JURA-GUSS GmbH product in which the delivery item will be used as well as for another 15 (fifteen) years after the termination of the serial production.

(2) In due time prior to the expiry of this period of 15 (fifteen) years the supplier shall contact JURA-GUSS GmbH and at JURA-GUSS GmbH's request shall make available a comprehensive selection of spare parts as residual inventory.

§ 13 Insurance

The supplier shall be obligated to effect and maintain adequate insurance cover in respect of his obligations and to provide relevant proof of such cover anytime at the request of JURA-GUSS GmbH.

§ 14 Laws, Rules and Regulations

(1) The supplier shall undertake to provide all supplies and performances in accordance with the current state of the art and the applicable rules and regulations issued by official authorities, employers' liability insurance associations and professional associations.

(2) Should it be necessary to deviate from these rules and regulations in individual cases the supplier shall obtain written approval to this effect. The supplier's warranty shall not be restricted by such an approval.

(3) Should the supplier have reservations as to the execution required by JURA-GUSS GmbH he shall notify JURA-GUSS GmbH to this effect in writing without undue delay.

(4) The supplier shall undertake to comply with the current legal provisions applicable to the products and their production, in particular with provisions regarding chemicals/substances and other environmental regulations.

§ 15 Confidentiality, Reservation of Rights

(1) The supplier is obliged to treat confidentially any and all commercial and technical details not in the public domain, of which he becomes aware as a result of the business relationship and not to disclose such details to third parties without the approval of JURA-GUSS GmbH and to use such details only for the purposes for which they have been made available. The same obligation shall be imposed on all relevant subcontractors.

(2) JURA-GUSS GmbH shall reserve any and all property rights and copyrights in samples, drawings, sketches and other corporeal and non-corporeal information of any kind provided by JURA-GUSS GmbH. These items shall only be used in relation to purchase orders issued by JURA-GUSS GmbH.

§ 16 Miscellaneous

(1) If any provision of these general terms and conditions of purchase is or becomes invalid or illegal the validity of the remaining provisions shall in no way be affected. The same shall apply in the event that the contract contains a gap in its provisions. In order to fill a gap such valid provisions shall be assumed as agreed as the parties would have agreed on the basis of the economic purpose of the contract, if they had had knowledge of the said gap.

(2) Should the financial situation of the supplier substantially deteriorate after the contract has been entered into or should insolvency proceedings or similar proceedings be initiated against the supplier JURA-GUSS GmbH may terminate the contract or withdraw from it to the extent that it has not been fulfilled.

(3) Unless expressly agreed otherwise the place of performance for the supplier shall be the delivery address or the place of use indicated by JURA-GUSS GmbH.

(4) The contractual language shall be German. In so far as the parties use multilingual documents with other languages the German wording shall prevail.

(5) German law shall exclusively apply to the relationship between the supplier and JURA-GUSS GmbH and laws regarding the international sale of goods (CISG) shall be excluded.

(6) In case of disputes arising from the contractual relationship and if the supplier is a merchant registered in the commercial register, a public law body or a public special fund, any action shall be brought at the court with jurisdiction over the place at which the respective headquarters of JURA-GUSS GmbH are situated. JURA-GUSS GmbH shall also be entitled to sue the supplier at any other permissible place.

(7) Jura-Guss GmbH implemented an energy management system according to ISO 50001. Regarding this, Jura-Guss GmbH prefers to purchase energy-efficient products and services. The supplier shall provide necessary information.