

manroland Goss web systems GmbH

Conditions of Purchase

On request, these purchase conditions are also available in German

Order and item numbers must be stated on all invoices, freight documents, dispatch notes (with place of unloading) and in all other correspondence, as to allow proper identification!

Variations in the consignment from what is specified in our order must be indicated in the order confirmation.

I. General

The legal relationship between the supplier and us shall be governed by these conditions of purchase and any additional agreements. The standard terms and conditions of the supplier do not apply, even if we do not challenge them in individual cases.

II. Orders & Order Confirmation

1. Only written orders shall be binding. Agreements made by telephone or verbal agreements require our written confirmation.
2. The order must be confirmed to us in writing without delay.
3. We may require such modifications to the construction and design of the goods as may be reasonably required in the circumstances. Any effect this may have, in particular as regards any increase or decrease in costs and as regards delivery dates, shall be adequately settled by agreement between the parties.

III. Delivery Date

1. The delivery dates shall be adhered to.
2. Early delivery shall require our prior written consent and shall not affect the agreed date for payment.
3. If delivery is delayed by reason of an event constituting a force majeure, the supplier may only claim reliance on such event, if the supplier has informed us of the event immediately upon becoming aware of the same.
4. In all other cases of delays in delivery, we reserve the right, without prejudice to any other right we may have in law, to either make a claim for delivery and damages for delayed delivery or damages for non-performance or to terminate the contract.
5. The supplier shall be deemed responsible for any delays caused by its sub-suppliers.

IV. Mode of Delivery, Passing of Risk

1. Subject to any written agreement to the contrary, the supplier shall bear the costs of delivery to the plant where delivery is to take place and shall pay all custom duties (in accordance with DDP Incoterms 2010).
2. Partial delivery is generally not permitted, unless this has been expressly agreed by us or where partial delivery may be reasonably required in the circumstances.
3. The goods shall be at the supplier's risk until the goods have been received by us or our agent at the place of delivery stipulated in the order.

V. Use of Goods and Applicable Regulations

1. The supplier is hereby put on notice that we distribute our products worldwide.
2. The supplier undertakes to observe the regulations applicable to the goods supplied and their use in Germany as well as the equivalent regulations applicable in the EU, NAFTA, the ASEAN, their respective member states and the equivalent regulations applicable in China, Japan, the Russian Federation and South Korea, in particular regulations relating to accident prevention, environmental protection, safety of machinery etc.
3. The supplier guarantees that according to the applicable export control regulations the object of delivery and its component parts are not subject to an export prohibition or restriction. Notwithstanding anything provided to the contrary hereinafter export control regulations within the meaning of the aforementioned sentence shall comprise of all statutory laws and orders applicable for the Federal Republic of Germany with - limited to a technical characteristic of a product - the subject matter export control. In the event an existing export prohibition or restriction exists, the Supplier undertakes to inform us immediately in writing thereof without being specifically requested to do so. In particular, the supplier shall inform us, if one of the following regulations is applicable:
 - Export List, Part I, Section C of the German Foreign Trade Order,
 - Annex I of the European Union's Dual-Use-Order,
 - Commerce Control List of the US Export Administration Regulations (EAR).

The supplier shall bear all and any damages suffered or expenses incurred by us, if the supplier fails to adhere to the aforementioned undertakings.

VI. Insurance

We will only accept the costs of insurance if such costs have been previously agreed upon in writing.

VII. Surrender of Documents

1. Storage, assembly and operation manuals and, where applicable, safety data sheets are to be provided free of charge in all official languages of the EU and in the languages of the member states of the EFTA as well as in Turkish, Chinese (simplified) Japanese and Russian.

2. The same applies to documents required for the maintenance and repair of the supplied good. We shall be entitled to take copies of such instructions and documents, to amend them and to pass them on to our customers.

VIII. Packaging

1. The supplier shall package the goods at its own costs in compliance with the provisions of the HPE-Packaging Guidelines (HPE shall mean the German "Bundesverband Holzpackmittel, Paletten, Exportverpackung e. V.").
2. At our request, the supplier shall, at its own costs, collect and take back any packaging materials.

IX. Inspection of the Goods

1. Following receipt of the goods we will, without delay, inspect the goods for externally recognisable damage and for externally recognisable divergence in terms of identity and quantity.
2. The supplier will be notified without delay of any deficiency identified in the course of such inspection.
3. Any deficiencies not identified in the course of such inspection will be brought to the supplier's attention within a reasonable period of time, as soon as they are discovered in the circumstances of a regular course of business.
4. The supplier in this respect waives the right to reject any notice of deficiency on the ground that it has been given late.

X. Warranties for Defects

Warranties for defects shall be governed by the general law, unless varied by the following provisions:

1. The supplier warrants that such parts of the delivery which are defective or which become defective within the warranty period shall at our option either be re-delivered free of charge to the place of use or repaired. The same applies if the goods supplied are not of a standard of best available technology or do not comply with the agreed features and requirements.
2. All expenses required to be incurred in order to take any remedial steps shall be borne by the supplier and in taking any remedial steps, the supplier shall be guided by our operational requirements. This shall not affect any rights we may have in respect of any other warranty which is not provided under general law.

3. Any costs incurred by us as a result of a breach of warranty which is not provided under general law relating to the condition or the durability of the goods or as a result of the supplier's default, shall be borne by the supplier. Such claim shall extend on a resale of the goods to all expenses necessarily incurred in taking any remedial steps vis-à-vis our customers, in particular costs of transport and travel, labour costs and the costs of materials.
4. Where the good supplied is used by us as part of a product manufactured by us, the warranty period shall be 24 months commencing on the date of commissioning of our product. Where the good supplied is resold to our customer, the warranty period shall be 24 months commencing on the date of delivery to our customer. In both cases, however, the warranty period shall end at the latest 36 months from the date of passing of risk in the good.
5. For all other goods supplied, the warranty period shall be 24 months from the date of passing of risk in the goods.
6. The warranty period for work on premises and buildings shall be 5 years from the date of acceptance.
7. If damage may occur as a result of a defect and if as a result of a particular urgency it is no longer possible to inform the supplier of the defect or the threat of damage and to give the supplier time to take remedial steps, we shall be entitled at the supplier's expense to rectify the defect, instruct a third party to rectify the defect or to procure a replacement.

XI. Prices and Conditions of Payment

1. The price stated in the order shall be binding.
2. The supplier shall bear all custom duties, taxes, dues and costs relating to the import in connection with the order.
3. Applicable value added tax shall be added to the price.
4. Unless otherwise agreed in writing, we will effect payment within 30 days of receipt of delivery of the goods and invoice, subject to a 3 % discount.
5. We shall have rights of set-off and retention as provided by general law.
6. Payments made by us are subject to corrections in the event of subsequent claims.
7. Insofar as we are to make payments for deliveries and/or services which have not yet been made/rendered, an appropriate bank guarantee in our favour issued by a German bank of good standing shall be provided prior to payment being made by us.
8. Payments by us will be made at our option either by cheque or by bank transfer.

XII. Assignment

Claims against us may only be assigned with our prior written consent. If the supplier assigns its claim against us to a third party without our consent, the assignment shall nonetheless be effective. We may however at our option discharge our obligations by performance either to the supplier or the third party.

XIII. Retention of Title

A retention of title provision shall only be binding if it has been agreed in writing independently of the standard terms and conditions of the supplier.

XIV. Confidentiality, Use of Production Facilities

1. The supplier undertakes to treat as a trade secret all commercial and technical details not commonly known and which become known to it in the course of the business relation.
2. Drawings, models, templates, patterns, and similar items must not be made available or otherwise disclosed to unauthorised third parties.
3. The reproduction of such items shall only be permitted within the scope of business requirements and within the framework of copyright regulations.
4. They are made available to the supplier for the sole purpose of carrying out the order and shall be returned to us on completion of the order.
5. The same applies correspondingly to items produced by the supplier in accordance with our specifications. Sub-suppliers shall be obliged correspondingly.
6. The supplier shall only refer to its business relationship with us for publicity purposes with our prior written consent.

XV. Third Party Property Rights

1. The supplier shall be liable, in accordance with the general law, for any infringement of any third party's intellectual property rights or applications for such rights arising out of the use of the goods as envisaged by the contract. The supplier shall indemnify us and our customers accordingly.
2. The contracting parties undertake to inform each other without delay of any infringement risks and alleged cases of infringement which become known to the parties and shall offer the opportunity to co-operate in the defence of such claims.
3. Upon request, the supplier shall inform us of any published or unpublished intellectual property rights (whether owned by the supplier or licenced to it) and applications for such rights used in the goods supplied.

XVI. Termination

In the event that the contract is terminated by us, the supplier shall only receive such part of the consideration as is equivalent to the level of performance rendered by the supplier to date.

XVII. Rescission, Performance of the Contract

1. Where an important reason exists, we shall have the right to fully or partially terminate the contract or to require performance at a later date, without any additional claims on the part of the supplier.
2. Important reasons are in particular: strike, lock-out or other internal business interruptions. The provision of Section XIX remain unaffected.

XVIII. Dangerous Goods

In case of deliveries of dangerous goods, the supplier shall be fully responsible for compliance with the appropriate legal requirements for example as to labelling, packaging, forms etc.

XIX. Integrity Clause

- 1 The supplier and we herewith undertake to:
 - refrain from any form of corruption among each other as well as vis-à-vis third parties with regard to the subject matter of the contractual relationship;
 - take all organizational measures necessary to avoid corruption. This includes the instruction of the respective employees and other persons involved in the subject matter of the contractual relationship.

Corruption in its widest sense shall mean any seeking or accepting, offering or granting, facilitating or concealing of any improper payments or other improper advantages or benefits for third parties.
- 2 If the supplier fails to meet these undertakings, we shall be entitled to rescind the contractual relationship for good cause without any prior notice being necessary. All and any other rights or remedies provided by contract or law, in particular claims for the compensation of damages shall remain unaffected hereof.

- 3 Supplier acknowledges, that we will disclose all information and data - regardless whether the parties entered into any confidentiality obligations insofar - to the law enforcement authorities in the event the supplier fails to abide by the obligations set forth in above section 1.
- 4 Further we reserve the right, to publish in a suitable way proven breaches by the supplier against these integrity obligations and to inform competitors affected by the breach.

XX. Law, Jurisdiction & Place of Performance

1. German law shall apply to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.
2. The exclusive place of jurisdiction shall be, also in the event of direct delivery to the customer, Augsburg.
3. However, we shall be entitled to bring an action at the supplier's place of business.
4. The place for performance for all deliveries shall be the plant from which the order was issued; if the order specifies a different place for performance, this place shall be deemed to be the place for performance. The place for performance for payments shall be Augsburg.

XXI. Amendments

Amendments and/or additions to these conditions and to any other additional agreements shall be made in writing. Waiver of the requirement of the written form is only valid if in writing.