

Conditions of Purchase SpanSet GmbH & Co. KG

§1

Scope

Conditions issued by the supplier which contradict or differ from our conditions shall not become subject matter of the contract, even if we do not expressly contradict them.

§2

Offer / Order confirmation

1. The supplier is obligated to confirm our order within a period of 10 days following receipt thereof. A delayed confirmation or one which deviates from our order is deemed to be a new offer and requires our specific acceptance.
2. To comply with the 10-day confirmation obligation, an appropriate confirmation from the supplier must be received at our premises.
3. All correspondence must state the order number, the name of the person placing the order, and the department, as specified on the order. We shall not be held liable for delays that result from non-compliance with this obligation.

§3

Prices, payment terms

The price stated on the order is binding. If no price is stated on the order, confirmation of the price is required from us before the order is executed.

Unless otherwise agreed in writing, payment of the agreed purchase price shall be made within 14 days following delivery and receipt of the invoice with 2 % discount, or within 30 days following receipt of the invoice net.

§4

Delivery

Agreed delivery dates and deadlines are considered fixed dates. In the event of non-observance of agreed delivery dates and/or deadlines, we shall be entitled to statutory claims. In particular, we are entitled to demand damages in lieu of performance after a reasonable period of grace. Our claims for delivery shall only expire once the supplier has paid any damages. In the event of a delay in delivery, we are entitled to demand lump-sum damages amounting to 3 % of the value of the delivery, but in any event not more than 10 %. We reserve the right to assert additional statutory claims. The supplier shall be entitled to prove to us that no damage or substantially smaller damage has resulted from the delay. In this case the lump sum shall be reduced accordingly. Part shipments that deviate from our delivery schedule require our prior written consent.

§5

Shipment

1. Shipment is free of freight and packaging charges to the reception point specified by ourselves, which is also deemed to be the place of performance. The transport risk shall be borne by the supplier. Every delivery must be accompanied by a delivery note with full details of our order number, the name of the person placing the order, our product number, the number of items, weight, and the exact description of the goods.
2. All documents required for acceptance, operation, maintenance and repairs, particularly test protocols, inspection reports, drawings, plans, operating instructions, repair handbooks etc. must be supplied by the supplier free of charge in a reproducible form.

§6

Product characteristics and dimensional tolerances

1. The products supplied against our orders must basically conform to the requirements of the relevant product-related European standards. The following dimensional tolerances apply in addition to the respective required dimensions:
 - Webbing width (lifting) and lifting sling width < 100 mm: max. +/- 10%; webbing width >100 mm max. +/- 8%
 - Webbing width (lashing) < 50 mm max. +/- 5%; Webbing width > 50 mm max. +/- 4%,
 - Webbing (for/in) personal protective equipment and nets max. +/- 3%
 - The effective length tolerance for round slings and lifting slings is +/- 3%; for lashing straps +/- 2 %.
 - Non-slip mats in accordance with DIN 7715 Part 5 P1-3 (all measurements)
 - Metal and plastic products in accordance with DIN ISO 2768-1 Class V / very coarse

- Forged products in accordance with EN 10243

2. The specifications and company standards laid down in the agreement are deemed guaranteed data and warranted properties of the delivery item or service.

§7

Defect inspections and warranty

1. We will check the supplied goods for discrepancies in quality or quantity within an appropriate timescale. Notification of an obvious defect is deemed to have been made in time, provided that it is submitted to the supplier within a period of five working days following delivery to us. In the case of hidden defects, notification thereof may basically be made until expiry of the warranty period. We are entitled without restriction to assert our statutory warranty rights. Regardless of this we are entitled, at our discretion, to demand that the defect be remedied or a replacement delivery made by the supplier. In such a case the supplier shall bear all necessary expenses incurred in the rectification of defects or replacement delivery. In the event of replacement delivery or the rectification of defects, the warranty period for replaced parts shall begin afresh. We reserve the right to claim damages. Claims for defects are subject to the statutory limitation periods.
2. In urgent cases, or should the supplier be delayed with discharging its warranty obligations, we are entitled to rectify the defect ourselves at the cost of the supplier, or to have it rectified or arrange for replacement. Should we choose this course of action, we shall notify the supplier. After due assessment of the circumstances, we shall decide the level of urgency.

§8

Retention of title

If we provide parts to the supplier, we reserve the rights of ownership thereof. Processing or alterations made by the supplier are carried out on our behalf. In the case of processing or mixing, we acquire proportional joint ownership of the new object based on the value of our object in relation to the other objects processed at the time of processing. If the supplier retains title to the object supplied by him, this right of ownership extends exclusively to the supplied goods up to the point of further processing or resale. Advance assignment of our claims resulting from resale of the supplied goods shall not take place.

§9

Violation of industrial property rights

The supplier shall assume sole responsibility for ensuring that patents, registered designs or other rights of third parties are not violated through delivery and use of objects offered by the supplier. The supplier is obligated to release us from all third party claims resulting from any alleged infringement and to reimburse any expenditure incurred. We are entitled to purchase the right (licence) of use at the supplier's cost.

§10

Drawings and documents

All drawings, documents, plans, models, samples, lists and similar that we make available to the supplier remain our property, and if so requested by us, are to be sent back to us immediately, free of charge and without retaining any copies. They may be used for no purpose other than those stipulated by ourselves and may not be made accessible to third parties without our consent. Products which are manufactured on the basis of our drawings, documents, plans, models, samples, lists and similar, or which are based on our confidential information, or which are manufactured using our tools or with tools modelled on our tools, may not be offered, supplied or made accessible to third parties by the supplier or manufacturer.

§11

Place of performance, jurisdiction

Place of performance for our payments is Übach-Palenberg. Provided that the supplier is a registered trader, our registered office shall be the place of jurisdiction for all legal disputes arising from the contractual relationship, or with respect to the creation and validity thereof. We shall however be entitled to take legal action against the supplier at his place of residence or registered office.