

General Terms and Conditions for Purchasing zirkon Druckmaschinen GmbH

1. Performance

The services rendered by our suppliers are specifically set down in our written order, our documents relevant to the order (e.g. plans, drawings, illustrations, data on weight and measurements) as well as by our written Special and General Terms and Conditions for Purchasing. No conflicting terms and conditions of our suppliers will be included in the contract.

We reserve all copyright and ownership rights to any documents, forms, tools etc. provided by us and relevant to the order. They may only be made available to third parties on our express written agreement. They are to be insured by our suppliers at their own cost against theft, breakage, fire, water, transport and other damage.

Our suppliers guarantee that the services they render are of the agreed form and/or durability.

2. Prices and payment

The prices agreed are valid franco domicile. Our suppliers pay packing and shipping costs. Any increase in price after closing of the contract is invalid.

On payment within 30 days after receipt of the suppliers' invoice we are granted a 3% discount.

Assignment of claims against us is only valid on our agreement. Furthermore, we can offset with accounts receivables in dispute.

3. Time limits, performance

The agreed time limits for the services provided by our suppliers are binding. If the time limit is not met we can withdraw from the contract and/or demand compensation in lieu of the service, notwithstanding other rights.

Should there be sales difficulties during the period of validity of the contract, we can withdraw from the contract immediately or reduce the agreed level of services rendered.

The services rendered by our suppliers are considered complete when they are delivered fault free to our plant.

4. Insurance

Our suppliers undertake to insure their performance at their own cost against theft, breakage, fire, water, transport and other damage.

5. Assignment of documents

Operation and maintenance manuals and instructions for storage for the subject goods shall be provided free of charge in the specified national language. Same applies to any documents required for servicing or repairing the subject goods. Said documents must comply with applicable provisions of the CE standard. Zirkon Druckmaschinen GmbH shall be entitled to copy and disclose said manuals and documents to its customers. The Supplier shall provide a supplier's declaration upon the request of the ordering party.

6. Reservation of ownership

Ownership of the items provided by the suppliers is transferred to us on delivery. Any reservation of ownership on the part of our suppliers is invalid. After delivery we can use, pledge, transfer ownership as a security, sell, install and/or process the items delivered.

7. Liability

Liability of our suppliers and their sub-suppliers is not limited to intention and gross negligence.

Our suppliers are liable for ensuring that the rights of third parties are not affected by the use of their services. The suppliers shall release us and our customers from all liability concerning claims resulting from such infringements of law – notwithstanding other rights.

8. Defects

Our claims for defects are based in principle on legal regulations. On discovering the defects we reserve the right to demand that the suppliers attempt to remedy the defects to an extent reasonable for the suppliers. Should we decide not to make use of this right or of the attempts to remedy the defects fail, we reserve the right to demand delivery of a defect-free item and to demand such deliveries from the suppliers to an extent reasonable for the suppliers. Our suppliers must pay all (their, our and other) expenses incurred in the process of remedying defects, in particular, transport, labour and material costs.

Should the remedy method chosen by us fail, we reserve the rights to remedy the defect ourselves and to demand payment of the expenses involved in this process. Should we not make use of this right or should this attempt to remedy the defect fail, we can either reduce payments or withdraw from the contract. In addition we reserve the right to claim for compensation.

Claims for defects are limited in accordance with the legal limitation period.

9. Valid law, place of jurisdiction, place of performance

German law and the German language are exclusively valid. Place of jurisdiction and place of performance is Leipzig, insofar as our suppliers are business persons, legal persons under public law or public special assets.

10. Agreements in writing

All agreements are to be made in writing, including any declaration not to put agreements into writing.

11. Shipping instructions/receipt of goods

Goods shall be shipped to Zirkon Druckmaschinen GmbH for arrival:
on Mondays through Thursdays from 7 a.m. to 4 p.m.
on Fridays from 7 a.m. to 1 p.m.

12. Separability clause

Should any individual provisions of the contract become invalid, the validity of the remaining provisions hereof shall not be affected. In such case the void and/or ambiguous and/or unenforceable provision shall be replaced by relative provisions coming as close as possible to the economic purpose of this agreement, or be interpreted accordingly. Any gaps shall be filled according to the intended economic purpose.