

Conditions of Purchasing

1. General

1.1: The following conditions apply to any and all contracts which principally concern deliveries and other services, including consulting services and information.

1.2: Alterations, side and ancillary agreements in connection with this and future contracts are enforceable against eku Kabel & Systeme only if eku Kabel & Systeme has confirmed them in writing.

1.3: The conditions also apply to all future contracts with the supplier as well as deliveries and other services to be rendered by him.

1.4: Other terms and conditions of the contracting partner apply only if expressly agreed to in writing.

2. Pricing

The prices named in the order are established prices. It is understood that the prices, insofar that nothing else is stipulated, cover free-to-house delivery, including packaging, customs duties, insurance and transport costs to the premises at the address provided for delivery. To the extent that eku Kabel & Systeme or the party receiving services does not retain the packaging, this will be shipped back, at the ordering party's expense, and the calculated packaging costs will be reduced correspondingly to the returned materials; this also applies for cable spools of every type, including exchange.

3. Obligation to Notify of Defects

Notwithstanding the provision of Section 377 of the German Commercial Code (HGB), it is stipulated that eku Kabel & Systeme is relieved of the burden of the obligation to notify of defects. Even if mistakes and defects are not immediately complained of, the goods are considered as not approved.

4. Dates/Acceptance

4.1: The dates/deadlines/delivery times listed in the order are binding. If not adhered to, they entitle eku Kabel & Systeme to compensatory damages. This applies only if the timeout is culpably exceeded by the supplier. The supplier obligates itself to notify eku Kabel & Systeme without delay if circumstances arise or become recognisable, as a result of which the stipulated time of delivery or performance cannot be kept.

4.2: The commencement of contractual performance within the framework of a trial operation does not count as acceptance. Section 640 Paragraph 1, Clause 3 of the German Civil Code (BGB) remains unaffected. This provision does not apply to contracts for which an acceptance is precluded for objectively feasible or technical reasons.

5. Shipping

Costs which arise from non-compliance with the listed shipping addresses are to be borne by the firm accepting the order, insofar as this party does not prove that it does not have to bear them.

6. Transfer of Risk

The respective liability for risk is transferred to eku Kabel & Systeme only when eku Kabel & Systeme has received the goods.

7. Guarantee

Upon delivery of a defective product, for complaints of defects to eku Kabel & Systeme, the supplier is to correct the defect within the deadline established by eku Kabel & Systeme. If the firm accepting the goods allows the deadline to lapse without effect, eku Kabel & Systeme is entitled, without any further threat of a grace period, itself to perform the correction of the defect and to enforce the costs arising therefrom against the supplier. Upon delivery of goods afflicted with defects, the supplier is liable to eku Kabel & Systeme for a subsequent delivery, also for the costs of dismantling the defective produce, as well as for the costs of installing the defect-free product. Likewise, after the first unsuccessful subsequent attempt at improvement or after the unsuccessful expiry of the deadline set for complaints of defects, eku Kabel & Systeme is entitled to reduce the remuneration paid or to rescind the contract. Claims thereof for compensatory damage remain unaffected.

8. Assumption of Obligations

The contractor commits himself to fulfil all regulatory requirements of the Minimum Wage Law, of the Non-Discrimination Law and of the Advancement of Women Act. In addition the contractor entirely meets all obligations to give information and to produce supporting documents, that we may have to assume in case of delivery arranged by us to public clients, as well as the contractor assigns these obligations to all parties involved.

9. Liability

The firm supplying the goods assumes liable for every breach of duty, insofar as it does not prove that it does not have to assume this liability.

10. Court of Competent Jurisdiction, Place of Performance, and Applicable Choice of Law

10.1: The court of competent jurisdiction for all disputes is Bochum.

10.2: The place of performance is Bochum.

10.3: German law applies.

