

Purchase Conditions

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Smart solutions for
parking and refuelling

1. Conclusion of Contract and General Content of Contract

1.1 These General Purchase Conditions of Hectronic GmbH (subsequently: "Customer") apply for all business relationships with business owners (§ 14 BGB (i.e. German Civil Code), legal entities under public law or special funds under public law (subsequently: "Supplier"). The General Purchase Conditions also apply in their current version as framework agreement for future contracts concerning the sale and/or delivery of items with the Supplier, without the Customer being obliged to refer to them again in each individual case.

1.2 Deviating or supplementing terms and conditions of the supplier shall only and insofar become part of the contract as the Customer explicitly approves of their validity.

1.3 Deviating or supplementing agreements to these Purchase Conditions and the contract that refers to these Purchase Conditions as well as any modifications of content require the written form. This also applies to this waiver of requirement of written form itself.

2. Offer and Conclusion of Contract

2.1 Offers are free of charge. In the offer the Supplier must adhere to the enquiry of the Customer and explicitly point out deviations. If the Supplier has a technically or economically more favourable solution with respect to the enquiry it shall also offer it to the Customer.

2.2 Orders are freely revocable until the order confirmation or - in the absence of any order confirmation - the delivery has been received. The Supplier shall confirm the order within a period of 5 working days by means of an order confirmation in written form or by delivery. A delayed order confirmation with a deviating delivery date is considered as a new offer and requires confirmation by the Customer.

3. Prices and Terms of Payment

3.1 The agreed prices are fixed prices which must not be changed even in case of material price or wage fluctuations, etc. Unless otherwise agreed all prices are considered including packaging, insurance, transportation and other ancillary costs (DDP agreed place of delivery acc. Incoterms 2010).

3.2 If services are charged on the basis of the time required the actual time required shall be verified by presenting time-sheets to be signed by the responsible persons named by the Customer.

3.3 Payments do not constitute an acknowledgement of conditions, prices or properties of the delivered item.

3.4 On request of the Customer the Supplier must issue a supplier declaration; a separate invoicing of the supplier declaration is not permitted.

3.5 The order number and article number of the Customer shall be specified on all invoices and delivery notes. Without these specifications invoices are considered as not submitted and deliveries can be rejected.

3.6 Invoices must be submitted in duplicate and are payable upon unconditional acceptance of the service on the 15th day of the month following the receipt of the invoice less 3% cash discount or on the 15th day of the second month following the invoice without deduction (in both cases date of payment order by the Customer).

3.7 Down payments can only be demanded if they are specifically agreed.

3.8 If the Supplier is obliged to fully or partially take back the delivery item it must reimburse the payments made for the delivery items taken back and pay an interest of 3% above the current base interest rate of the European Central Bank from the day of payment; further claims remain unaffected.

4. Delivery Date, Contractual Penalty

4.1 Unless expressly otherwise agreed the delivery dates and periods stated by the Customer are binding. For compliance with agreed delivery periods and dates the receipt of the performance object at the place of receipt stated by the Customer is relevant; in case of delivery including setting up, installation or other services requiring approval it is the approval of these services. The Supplier shall immediately notify the Customer if it recognizes circumstances that give cause to fear of delayed delivery.

4.2 In case of delayed delivery for which the Supplier is responsible the Customer can - apart from further legal claims - demand a lump sum replacement of the damage caused by delay of 1% of the order value, at most, however, of 5% of the order value for each completed week of delay. The Customer reserves the right to assert a verifiably higher damage caused by delay. The Supplier reserves the right to prove that less damage has arisen to the Customer.

5. Framework Supply Agreements

5.1 Call-offs from framework supply agreements (framework agreements, call-off framework agreements, order and reception) become binding at the latest if the supplier does not contradict within one week after reception. An order confirmation for call-offs is only required in case of contradiction; otherwise, the call-off is considered confirmed.

5.2 Within reasonable limits the customer can demand modifications of the delivery item for the supplier in terms of design and realization. In this case, the consequences, in particular with respect to increased and reduced costs, delivery dates and materials already procured by the supplier, have to be settled adequately amicably.

6. Transfer of Risk

Place of fulfilment for all deliveries is the place stated by the Customer. The Supplier bears the transportation risk for all deliveries.

7. Operational Disruptions and Force Majeure

The Customer's obligation to accept lapses in all cases of operational disruptions and force majeure the Customer is not liable for, such as fire, explosion, storm, war, scarcity of raw materials, strike, lockout or similar events that are beyond the range of influence of the Customer.

8. Liability and Warranty of the Supplier

8.1 The supplier is aware that the Customer produces fuel terminals and parking machines that are set up outdoors and accordingly have to meet special requirements (e.g. with respect to penetration of water and humidity or to resistance to ultraviolet light).

8.2 The general limitation period for warranty claims resulting from contracts of sales and/or services is 24 months from delivery to the Customer's customer, at most, however, 36 months from delivery to the Customer itself. Longer legal limitation periods remain unaffected.

8.3 The duty of inspection by the Customer at the incoming goods inspection is limited to faults which are clearly visible by external examination including the delivery papers and by quality control through sampling (e.g. transport damages, wrong or short delivery). The complaint of defects is considered timely if made within 2 weeks after attaining knowledge resp. necessity to know by the customer.

9. Provisions, Down Payments, Reservation of Title

9.1 Materials provided by the Customer remain its property and have to be stored separately, identified and managed by the Supplier free of charge. Items provided may only be used to fulfil the orders of the Customer. The Supplier bears the risks of loss or deterioration of the materials provided.

9.2 The processing or transformation of the material provided is performed for the Customer. The parties agree that the Customer becomes (co-)owner of the new or transformed item. The Supplier stores the new item for the Customer free of charge and with the care of a prudent businessman.

9.3 If the Customer makes a down or partial payment the Supplier commits itself to use it for the production of the goods required for the ordered item. Already at this stage it transfers ownership of these goods to the Customer so that ownership passes to the Customer at the time of receipt of the goods and at the latest at the time of payment made by it to third parties. Insofar as the ownership of such things has not been transferred to the Customer the Supplier transfers its expectant right and its claim to assume ownership to the Customer. A possible machining or processing is made for the Customer; the Customer becomes (co-)owner of new or reformed goods.

9.4 Unless the parties enter into deviating agreements in writing all types of extended reservation of title are excluded.

10. Assignment, Retention and Offset

10.1 Without prior consent of the Customer the Supplier is not entitled to fully or partially assign receivables or other claims against the Customer to third parties; this also applies to future receivables.

10.2 The Supplier is entitled to exercise its right of retention only insofar as its counterclaim is based on the same contractual relationship or on an undisputed or legally established claim. It may offset exclusively with undisputed or legally established counterclaims.

11. Cancellation of Orders by the Customer

If the sales situation of the Customer significantly deteriorates the Customer is entitled to fully or partially cancel the placed orders as well as frame and call orders. In such a case the Supplier is obliged to immediately stop the manufacturing of products that have already been ordered. In case of such cancellations the Supplier can charge the agreed purchase price for finished products and the prime costs for partially processed goods which are due for delivery according to the delivery plan of the Customer; a reasonable lead time is granted. Furthermore, in case of cancellation the Supplier can demand compensation for existing raw material if no other use is possible. However, the amount of raw material and single parts must be appropriate with respect to the order resp. call volume and the normal replenishment time. Other claims of the Customer than the ones stated under this regulation, in particular due to indirect damages such as lost profit or business interruption, are excluded.

12. Works at the Company of the Customer

Prior to any works at the company of the Customer with flammable substances or any preliminary works that may entail the development of fire, sparks or heat the written approval of the safety officer must be obtained. The same applies to works at places with electrical risks such as heavy current switchboards and connections, transformer houses and earthworks. The liability of the Customer remains unaffected by the approval. Prior to any works the employees of the Supplier have to get in touch with the responsible person named by the Customer. Except for the building site no other business premises must be entered. The responsible persons named to the Supplier for contract processing and the safety officer of the plant are entitled to any inspections. There is a complete ban on smoking and alcohol on the premises of the Customer. The Supplier is obliged to inform its employees and ensure compliance with these bans. The Supplier has to draw particular attention of its employees to these regulations before any work is taken up.

13. Inspections, Material Certificates

The Customer is entitled to carry out inspections in the plant of the Supplier; the Supplier and the Customer shall bear their respective costs themselves. If faults require repeated or further inspections the Supplier shall bear the material and personal costs of the consequential expenses. The Supplier shall bear the material and personal costs of required or contractually agreed material certificates of primary materials.

14. Confidentiality

14.1 The Supplier has to keep secret any documents and information received by the Customer (in particular contractual documents, drawings submitted for offer preparation, plans or product descriptions, etc.) from third parties and has to return them to the Customer on request resp. has to permanently delete them. The same applies after termination of the contractual relationship. The confidentiality obligation only expires when and insofar as the knowledge contained in the documents submitted has become generally known.

14.2 In no case the Supplier shall obtain any rights of use of the information submitted that go beyond offer preparation or order processing.

15. Advertisement

The Supplier may only refer to the existing business relationship with written consent of the Customer. Advertisement of the Supplier on the contractual items of the Customer may only be attached with explicit written consent of the Customer.

16. Place of Performance, Applicable Law and Place of Jurisdiction

16.1 Place of performance for all liabilities resulting from the contract is the domicile of the Customer.

16.2 German law shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

16.3 The agreed place of jurisdiction is Freiburg im Breisgau. Beyond that the Customer is entitled to assert its claims at the Supplier's general place of jurisdiction.