



**General Purchase Conditions
Germany**

Datum: 2018-03-23

1. ACCEPTANCE OF ORDER:

1.1. Our order will be considered as accepted by the supplier for the entirety of the specific conditions mentioned on the order and the present General Purchase Conditions, if no reservations have been made in writing by the supplier regarding said conditions within 14 days after receipt of the order. The General Purchase Conditions will be sent to the supplier once a year.

2. DELIVERY AND ACCEPTANCE:

2.1. The goods have to be delivered at the address mentioned on the order form, at supplier's risk and exempt from transport and packing costs. Goods delivered at the wrong address will be returned or transported to the right address, at supplier's expense. These expenses will be paid by means of compensation with the amount of the invoice that relates to the wrongly delivered goods.

2.2. Goods must be delivered on working days between 08h00 and 12h00 or between 13h00 and 15h30.

2.3. The delivered goods must be accompanied by a delivery form stating the order form references. The signing of the delivery form shall serve as proof of receipt of the number of packages but not as acceptance of quantities and/or quality.

2.4. We reserve the right to inspect all deliveries, after arrival at the address of delivery, after assembly, putting into operation or performance of any other activity in accordance with the agreement, upon their conformity with the agreed specifications. If the goods/services are not compliant, we shall inform the supplier in writing. We consider ourselves at all times entitled to, either return the refused goods at supplier's expense and risk, or keep them until the supplier has indicated the way of disposal. As from the date of written notice, the risk of the goods is transferred to the supplier.

2.5. If the weight of the goods is determining, only the weighing performed with our scales will be valid.

3. DELIVERY PERIOD:

3.1. The period of delivery or execution indicated on our order form is binding.

3.2. If penalties are foreseen in the order, these penalties are due by right, without any prior injunction, if only because of the expiration of the delivery period. These penalties will be paid by means of compensation with the amount of the invoice that relates to the late delivery.

4. SAFETY, HYGIENE AND ENVIRONMENT:

4.1. Every delivery of goods, services and packaging including installations, machines, power-driven tools and individual or collective safety equipment must comply with the applicable legislation at local, regional, national and international level, as well as with all other safety and hygiene conditions that are essential for the protection of the employees and the adaptation of labour to man. All legally required documentation such as CE certificates, Materials Safety Data Sheets (MSDS), user's manuals, waste disposal certificates etc. which must accompany the delivery, need to be in Dutch.

4.2. In case of collection of dangerous substances and/or other waste, the certificates of destruction must accompany the invoice.

4.3. For each order which somehow involves works on our premises, the supplier must fill in and sign the form "Contractor policy" and return it duly completed and signed to us before the works are started.

5. GUARANTEE:

5.1. The supplier will guarantee its delivery against defects in the design, the materials, the manufacture or the assembly during at least one year after the putting into operation.

5.2. The guarantee includes the reparation or replacement of all defective parts and the corresponding costs of labour and transportation, as well as the possible accommodation expenses. In case of consequential loss, determined and estimated by an independent expert, the supplier commits himself to compensate for the damage.

5.3. For repaired or replaced parts the same guarantee conditions shall apply for a new period of at least one year from the date of such repair or replacement.

6. INVOICING AND PAYMENT CONDITIONS:

6.1. Invoices must be issued in pdf-format and must be send by mail purchasing.de@sibelco.com to our registered office, as mentioned on the order. Our order form reference must be clearly stated on the invoice.

6.2. For invoices which arrive at the wrong address or which do not state our order form reference, the term of payment can be extended by 60 days without formalities.

6.3. Unless stated otherwise on the order form, the standard payment conditions are: payment at 60 days end of month after date of invoice or payment in cash within 14 days after receipt of the invoice provided there is a 2% discount.

6.4. Foreign suppliers having their seat in the EU, must state on the invoice the country of origin and the statistical number of the goods delivered or the services rendered, as well as the weight of the goods delivered.

7. APPLICABLE LAW AND COMPETENT COURT:

7.1. This order and its resulting agreement resulting will be governed by the laws of the country where our registered office is located, excluding the Vienna convention dated 11 April 1980 on the International Sale of Goods.

7.2. In case of disputes the Courts of the district where our company's registered office is located shall have sole jurisdiction.