

PETER electronic GmbH & Co. KG

Terms of Purchase

1. General Regulations

For our orders only our conditions of purchase, which are recognized by the contract, are authoritative. Our conditions of purchase, insofar as they are not changed, restricted, or extended, form an integral part of our contract. These also apply to subsequent orders, which take place without a new explicit reference to our terms of purchase. Each version of our contract means the unconditional acceptance of our conditions. Hereto deviating or opposing conditions, clauses, etc. offered in confirmation of order acceptance or invoices are invalid, unless expressly agreed in writing. Our silence to counter conditions in confirmation of order acceptance does not constitute acceptance.

2. Order Confirmation

Orders from us are only legally valid if they have been issued or confirmed in writing. Each order must be confirmed in writing immediately. If our order is not confirmed within 14 days of the order date, we are entitled to cancel it. Additions, restrictions or other deviations in the confirmation of the supplier shall only be valid in any case with our express permission.

3. Documents

Drawings and samples, calculation notes and fabrication documents shall remain our property. The Supplier expressly commits to make this documentation, including self-made copies and films or hereafter manufactured goods in no form accessible to third parties. By accepting or approving of contractor's submitted drawings and samples the sole responsibility of the contractor shall not be affected.

4. Delivery

a) By accepting the order, the supplier simultaneously commits to comply with the delivery time indicated by us or confirmed by him. In other cases we reserve the right to specify an extension or cancel the contract and to claim damages for failure to comply.

b) The supplier ensures proper packing of the goods. Every delivery must include a delivery note with content summary, our full order number, and where specified in the order, the customs tariff code.

c) All shipments travel at the expense and risk of the supplier.

5. Ownership of provided materials

Material provided remains the property of the customer. The customer reserves the ownership of provided materials in a way that the supplier delivers these and the items produced on his behalf. Manufacturer in the meaning of the law is the customer. Customer and Supplier agree that the ownership of these items in their respective production status is entitled to the customer. The Supplier shall keep the items for the customer free of charge.

6. Reservation of proprietary rights

We recognize only simple reservation of proprietary rights; other information of proprietary rights shall require an express written agreement.

7. Claims for defects (liability for defective deliveries)

The statute of limitations for defect claims is 2 years. These are not applicable for things that, according to their customary use, are primarily used for construction. They begin on the date of transfer of risk or from the date of commissioning. Within this period we can, at any time, reprimand defects of the goods delivered due to material, construction, or operation defects, regardless of whether these errors are instantly recognizable or not; the supplier waives the objection of delayed complaints (Section 377 HGB). Detection of defects prior the payment of the purchase price shall not constitute recognition that the goods are delivered properly free from defects.

In case of justified complaints, we shall be entitled, at our discretion:

- to have the defective goods returned and to demand faultless replacement. In this case the returned goods are, for accounting reasons, charged in terms of value, and the replacement delivery cost be recalculated

- to dispense with the charge back of the invoice value of the goods on a new delivery

- to eliminate the defect notified at expense of the Supplier or have them remedied by third parties, if the seller is unable to remedy the defect within a reasonable period

- to require an appropriate reduction of the purchase price

- to completely or partially withdraw from the relevant contract of the not yet delivered part, without the supplier making any claims for compensation.

Moreover, the Seller shall be liable for any damage incurred due to the defectiveness either directly or indirectly. If a piece by piece examination of the product obtained is necessary because of a defective delivery, the supplier shall bear all costs resulting therefrom. Performance specifications, dimensions or other properties are considered to be as accurate as possible.

8. Billing and payment

All invoices are to be submitted once, stating the complete order number, vendor number, and when specified in the order, the Customs tariff code. Invoices without purchase order reference must be returned. Payment is due within 14 days with 2% discount or net within 30 days after receipt of goods and invoice.

9. Fulfilment and jurisdiction

The place of fulfilment for both parties is Berg. For ordering parties who are merchants, the place of jurisdiction for both parties is Neumarkt i.d. OPf.. If the other party is not a merchant, the statutory provisions apply. For contractual relations, only German law applies. We are entitled to process with respect to the business relationship or in connection with this data obtained on the supplier, whether it comes from the supplier or from third parties, for the purposes of the Federal Data Protection Act.

10. Exceptions

For non-merchants, the positions 1, 2, 7 and 9 depend on the statutory provisions. Should individual clauses be wholly or partly ineffective, the validity of the rest remains unaffected.