

Böllhoff fastenings Pvt Ltd - Purchase Terms 15/11/2017

1. Application of purchase terms

These purchase terms shall apply exclusively to all our orders, including future orders. We acknowledge no purchase terms differing from or supplementing these, unless we have expressly agreed to their application.

Our purchase terms are still binding if we unreservedly accept a shipment while being aware of contrary or differing terms of the supplier.

2. Contract note and tender documents

Our computerised or electronically transferred orders are still valid without signature.

The supplier should confirm our orders in writing within five days, quoting the order number, otherwise we are released from any commitment arising from the order.

We retain our right of ownership and copyright with respect to illustrations, drawings, calculations and other documents and patterns; they may neither be utilised nor duplicated nor made accessible to third parties without our written consent, even if the supplier has manufactured them himself according to information that we have provided, but must be kept secret. They shall be used exclusively for executing our order. They must be returned to us on completion of the order without our needing to request them. This also is valid for information and drawings that we receive from our customers and that we pass on to our suppliers within the context of order processing.

The supplier shall only be permitted to refer to business relationships with us in his publicity material if we have given our express consent in writing.

Should it become known that the supplier has ceased payments or if an application for insolvency proceedings has been made against him we shall be entitled to withdraw partly or fully from the contract.

3. Prices and terms of payment

Agreed prices are fixed prices. Unless GST at the current rate is shown in the contract note or invoice it shall be deemed to be included in the price.

Unless specifically agreed in writing the price shall include delivery free of charge to the premises of the purchaser and packing at the risk of the supplier. Should the supplier use non-returnable pallets in spite of agreement to the contrary we shall be entitled to dispose of them at the supplier's expense.

Invoices should be submitted separately immediately after the goods have been dispatched, and should also be attached to the shipment. Packing lists and agreed information and documents, such as in particular first-sample reports, works certificates etc. should be enclosed with the invoices.

GST/VAT should be shown separately in all invoices. All invoices should include our order number and the name of our managing clerk.

Payment of invoices shall be made unless otherwise agreed as per PO terms .

We shall be entitled to set off and withhold payments as permitted by law.

4. Delivery, SLVS-prohibition and supplier declaration according to EG-VO 1207/01

The supplier shall adhere without fail to packaging units and lettering on packaging/labels as prescribed by us. Our "general industry" and "automotive" delivery rules must be observed without fail. The supplier should request them from us.

Should delivery "ex-works" of the supplier be agreed in exceptional circumstances, the supplier should bear in mind that we are an SLVS-prohibition customer. The supplier shall ensure that no SLVS insurance has been concluded. Should the supplier fail to observe this SLVS-prohibition he shall bear the resultant costs.

Should delivery be "ex-works" we shall be entitled to specify to the supplier which carrier is engaged.

The supplier must attach appropriate supplier declarations for all goods manufactured within the EG and it is presupposed that these goods conform to the rules of the EG-regulation 1207/01. Goods, which have their origin outside the EG, must be clearly marked by the supplier "Non-EG-product" or in such a manner as to be acceptable to EG customs officials.

5. Delivery time

The delivery time stated in our order is binding.

The supplier must inform us without delay in writing if the agreed delivery time cannot be met.

We will only accept part-deliveries following express agreement. We should be notified of outstanding quantities when the part-delivery is made.

Should the supplier default in supply we shall be entitled to demand a contract penalty amounting to 1% of the value of the delivery for each calendar day that the delivery is overdue, up to a maximum of 5% of the delivery. We shall also be entitled to claim a contract penalty together with performance. It shall be sufficient for us to reserve the right to claim a contract penalty of receiving the late delivery by making an appropriate deduction from the supplier's invoice when payment is made within the agreed payment deadlines. We shall be entitled to claim compensation for losses arising from the default in excess of the contract penalty imposed.

We shall also be entitled to all statutory rights where there is a default in delivery. We shall in particular be entitled to claim compensation for non-performance after extending the original term by an appropriate period and demanding for the forfeited contract penalty.

Should a calendar week be agreed as a delivery date, we should be supplied with the goods no later than closing time on the Friday of the calendar week in question.

In order for the delivery date to be met it is important that the goods should be shipped to the delivery point or place of use specified by us.

6. Transfer of risk

Delivery risks are not transferred to us until shipment and unloading at our Gurgaon premises, our branch premises, where the latter is to receive the goods, or at the agreed place of shipment or use.

7. Quality assurance, inspection for defects and guarantee

The supplier is required to maintain an appropriate level of quality assurance equivalent to the latest state of the art and to provide evidence of attainment upon our request. We shall examine goods supplied for possible discrepancies in quality and quantity within an appropriate period of time; we shall be entitled to notify the supplier of defects within 5 working days of receiving the goods.

The guarantee period shall be 36 months from the time that the shipment was received.

Should goods be defective we shall be entitled to demand that the defects are repaired or the goods replaced. Should the supplier be unable to do this within an appropriate period of time set by us we shall be entitled to have the defects repaired or to obtain replacements at the supplier's expense in order to avoid supply problems of our own. In urgent cases we may take the appropriate action ourselves after consulting the supplier without having to grant a period of grace.

The supplier indemnifies us from any and all claims; actual and consequential, received from our customers that arise due to any defect of the supplied commodity, in particular any costs for transport, labour and/or materials. The supplier is entitled to refuse the kind of correction selected by us under condition .

15. Code of Conduct for Böllhoff's suppliers

The supplier is obliged to regard and adhere to the content of the Böllhoff "Code of Conduct for Böllhoff's suppliers" which is visible on the internet www.boellhoff.com.

Böllhoff GmbH – Purchase Terms 01/2012