

§ 1 Scope

- (1) These conditions apply to all contracts for the supply of goods and the provision of services concluded by Labom Mess- und Regeltechnik GmbH, Hude (hereinafter "Purchaser"), with suppliers.
 - (2) Deviating conditions of the Supplier shall only apply if the Purchaser has expressly agreed to them in writing. Acceptance of goods or services without objection shall not constitute such agreement.
 - (3) These conditions are governed exclusively by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).
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§ 2 Formation of Contract

- (1) Purchase orders issued by the Purchaser constitute offers within the meaning of the German Civil Code (BGB). A contract is formed when the Supplier accepts the order by written order confirmation or by commencing performance without reservation. Commencement of performance without prior written confirmation shall constitute acceptance of the order on the Purchaser's terms and conditions.
 - (2) Calculations, drawings, plans and other documents provided by the Purchaser in connection with an order remain the property of the Purchaser. The Supplier shall treat them as confidential and return them promptly upon completion of the order.
 - (3) Amendments and supplements to a contract require written form. This also applies to any waiver of this written form requirement.
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§ 3 Prices

- (1) Agreed prices are fixed prices. They are understood to be delivered duty paid (DDP Hude, Incoterms®) including packaging, plus applicable statutory VAT.
 - (2) Invoices must state the Purchaser's order number. If this information is missing, the invoice is not verifiable and the payment period shall not commence until a corrected invoice has been received.
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§ 4 Payment

- (1) The Purchaser shall pay within 14 days of receipt of goods and a proper invoice with a 3 % discount, or within 30 days net. In the event of early delivery, the payment period shall not commence before the agreed delivery date.
 - (2) The Purchaser is entitled to set-off and retention to the extent permitted by law. The Supplier may only assign claims against the Purchaser to third parties with the Purchaser's prior written consent.
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§ 5 Delivery and Default

- (1) Delivery and performance deadlines stated in the order are binding. If a delay is foreseeable, the Supplier shall notify the Purchaser immediately in writing.
 - (2) In the event of default, the Purchaser is entitled to all statutory remedies, including damages and withdrawal from the contract. The Supplier may only invoke lack of fault if it proves this.
 - (3) Partial deliveries and early deliveries require the Purchaser's prior consent.
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§ 6 Defects and Warranty

- (1) The Purchaser shall inspect deliveries for obvious defects and give notice of such defects within five working days of receipt. Concealed defects shall be notified within five working days of their discovery. The right to give notice of defects is preserved where inspection takes place in the course of ongoing production.
 - (2) In the event of defects, the Purchaser is entitled to all statutory warranty rights. Where there is imminent risk, the Purchaser is entitled to remedy defects itself or have them remedied at the Supplier's expense.
 - (3) The limitation period for warranty claims is three years from delivery.
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§ 7 Product Liability and Insurance

- (1) If the Purchaser is held liable by third parties for a product damage attributable to a delivery by the Supplier, the Supplier shall indemnify the Purchaser upon first demand – including the costs of defending such claims – provided that the cause of the damage lies within the Supplier's sphere of responsibility.
 - (2) If the Purchaser is required to carry out a product recall as a result of such damage, the Supplier shall reimburse all costs incurred. The Supplier shall, where possible, be notified in advance and given the opportunity to comment.
 - (3) The Supplier shall maintain product liability insurance with a coverage of at least EUR 5,000,000 per claim and shall provide evidence of this upon request.
 - (4) If a delivery infringes third-party intellectual property rights, the Supplier shall likewise indemnify the Purchaser upon first demand. The Purchaser shall not acknowledge third-party claims in such cases without the Supplier's prior written consent.
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§ 8 Property and Confidentiality

- (1) All parts, tools and documents provided by the Purchaser remain the property of the Purchaser. The Supplier shall insure them at its own expense against fire, water and theft and shall use them exclusively for orders placed by the Purchaser. Upon completion of the order, they shall be returned promptly at the Supplier's expense.
 - (2) All information obtained in the course of the business relationship – in particular technical and commercial data – shall be treated as strictly confidential by the Supplier and shall not be disclosed to third parties. This obligation continues beyond the end of the contractual relationship for as long as the information is not in the public domain.
 - (3) The Supplier may not use the business relationship with the Purchaser for advertising purposes or name the Purchaser as a reference without the Purchaser's express prior written consent.
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§ 9 Data Protection

To the extent that personal data is processed in the course of the business relationship, both parties undertake to comply with applicable data protection legislation, in particular the GDPR. Where the Supplier acts as a data processor on behalf of the Purchaser, a separate data processing agreement shall be concluded.

§ 10 Jurisdiction and Final Provisions

- (1) The exclusive place of jurisdiction and place of performance for all disputes arising out of or in connection with supply contracts is the Purchaser's registered office in Hude, provided that the Supplier is a merchant within the meaning of the German Commercial Code (HGB).
- (2) Should any provision of these conditions be or become invalid, the validity of the remaining provisions shall not be affected. The invalid provision shall be replaced by a valid provision that comes closest to the economic purpose of the original provision.