

Conditions of purchase of Isolite GmbH

I. Order

1. These conditions of purchase apply for our orders. Any contradictory sales and delivery conditions of our suppliers shall not be binding for us even if we do not expressly object to such conditions.
2. Our orders shall be legally binding for both parties if they are placed by means of our order templates and immediately confirmed by the supplier on our templates "order acceptance". If the order acceptance is not sent to us within 10 days after receipt of our order, we reserve the right to withdraw the order.

II. Offers

1. Offers to ISOLITE GmbH must be made in writing in the sense of §§126, 126 a BGB (German Civil Code) and free of charge. They must principally be prepared in German.

If the offer is made on the basis of a request, the customer shall not deviate from the specifications of ISOLITE GmbH. Any deviations made despite this shall expressly be pointed out. The customer shall be free to submit special proposals and alternative offers.

III. Conclusion of contracts

Any contracts with ISOLITE GmbH shall principally be concluded in writing.

IV. Delivery – Acceptance

1. The delivery must correspond to the order with regard to its execution, scope and division and/or to our delivery division and must be executed in due time. With regard to quantities, dimensions and weights, the values determined by us within the frame of the receipt inspection shall be decisive. We are not obliged to accept partial and excess deliveries that have not been agreed upon. If there is a regular business relation with the supplier within the frame of which orders are placed on the basis of delivery requests, the following shall apply: A delivery request shall at the latest become binding if the supplier does not object to it in writing within 3 working days after receipt in case of just-in-time supply or within 10 working days after receipt in case of any other supply (towards the ordering factory). The supplier shall provide for the required capacities which are necessary in order to deliver the quantities including forecast quantities (for a maximum of 6 months after the date of transmission of the delivery request). Delivery requests shall, unless otherwise regulated, be connected with a production release for 4 weeks after the date of transmission of the request as well as with a material release for another 12 weeks. Apart from that, the request shall only represent a non-binding preview.
2. If the agreed delivery dates are not complied with, the supplier shall replace any damages incurred by us as a result of the delay within the frame of the legal provisions. In case of repeatedly missed deadlines, we shall be entitled to rescind from the contract. The same shall also apply in case of the suspension of payments and if composition or insolvency proceedings are applied for or initiated or if composition proceedings are carried out out of court.
3. Natural disasters, riots, regulatory action, transport disturbances, strike, lock-outs and any other operational disruptions in our operation or in the field of one of our supply operations which result in the suspension or a limitation of our production or prevent us from transporting the ordered goods shall release us from our acceptance obligation for the respective duration and scope of their impacts unless we are able to prevent such disturbances or unless their prevention is possible with reasonable measures. Any claims of the supplier with regard to the return service and indemnification shall be excluded in such cases. In case of an impairment of transportation, the supplier shall properly store the goods until takeover by or for us at own expenses and risk.

V. Labelling of the delivery

All goods must be labelled with a corresponding bar code. This must include information regarding the order number, material number, quantity as well as the type and quantity of loading aids. In case of non-compliance, Isolite GmbH reserves the right to send back the goods at the supplier's expenses.

VI. Quality assurance

The customer shall be entitled to obtain information regarding the contractual execution of services during ongoing production, to inspect the design and inspection documents, to participate in component inspections in the factory of the contractor and to request any information and documents which are necessary in connection with the compliance with deadlines and quality.

VII. Warranties

The contractor warrants that the products to be delivered correspond to the current provisions of standards and drawings in any manner whatsoever and that they were produced in line with the quality assurance requirements. This must be evidenced by means of test certificates. Any test certificates relating to this shall be part of the scope of delivery.

In a warranty case, the customer shall be provided with repair or substitute delivery of the defective contractual objects at the customer's choice free of charge.

VIII. Defective deliveries – liability for defects

1. The supplier shall assume the obligation to only deliver goods which have been subjected to a final control with regard to their correct design in terms of material, drawings and standards.
2. For the assertion of notices of defects, we shall not be bound to any deadlines, neither for obvious nor for hidden defects. Hidden defects shall entitle us to request the replacement of material and salary expenses spent in vain.
3. In urgent cases, we shall be entitled to have the defects removed at the expenses and risk of the supplier or – if that is not possible – to stock up from other suppliers at the supplier's expenses.

4. Unless anything special is agreed with regard to the liability for defects, the supplier shall assume the liability for the correctness of their deliveries according to the legal provisions.

5. Any goods that are delivered contrary to the contract shall be returned at the expenses and risk of the supplier. Until receipt of replacement or until payment of the counter value, any returned goods shall remain our property. If deliveries are repeatedly not carried out in line with the contract, we shall be entitled to rescind from the contract.

6. Isolite GmbH reserves a processing fee in the amount of at least Euro 250.00 for any kind of defects of the delivered goods (quantity, quality, etc...).

IX. Protective rights of third parties

The supplier shall be liable for the fact that the supplier's deliveries and their utilisation by us do not violate any patents or other protective rights of third parties in the country or abroad.

X. Subcontracting to third parties

Any subcontracting of the order or parts thereof to third parties by the supplier shall require the previous written approval of Isolite GmbH.

XI. Shipment – costs and transfer of risk

We reserve the right to determine the dispatch route and type as well as the means of transportation and type of packaging. Unless anything else has been agreed, any deliveries shall be executed free on rail/truck. For trade clauses, the INCOTERMS in the version that is applicable at the time of conclusion of the contract shall be applicable.

XII. Delivery documents

The shipment of goods shall only be carried out upon utilisation of the delivery notes provided by us or with the standard delivery note of the automotive industry printed out by the supplier. The delivery notes shall be completed and any instructions which might be issued by us in writing must be observed. For every shipment, a delivery note and, unless otherwise agreed, for every delivery note, one invoice shall be submitted.

XIII. Invoices, payment and prices

Invoices shall be sent to the following address in two copies:

Isolite GmbH
Industriestr. 125
67063 Ludwigshafen

The invoices shall be submitted to Isolite GmbH and accounting upon indication of the order number, request number and the ordering party in a verifiable manner. Any required accounting documents shall be attached. Value added tax must be separately indicated.

The respective payment date shall always depend on receipt by Isolite GmbH.

Unless anything else is agreed, payments shall be effected net within 30 days. The type of payment is our choice.

Unless anything else is agreed, any transport, shipment, packaging and insurance costs shall be included in the indicated prices.

XIV. Production means

Production means such as models, samples, dies, tools, gages, drawings and similar items that were provided to us by the supplier or produced by the supplier according to our specifications may not be sold or pledged to third parties or used for third parties in any other manner without our approval.

The same shall also apply for any items manufactured with such production means. They may only be delivered to us, unless we agreed to any other utilisation in writing.

Any tools and equipment shall be produced in such a manner that they can at any time be used in the machine park of Isolite GmbH. This shall be a basic condition for subsequent acceptance. Any costs for changes to the tools which result from non-compliance shall be borne by the contractor.

After settlement of our orders, the production means provided by us or for our account shall be returned to us without separate request.

Any items which we developed in cooperation with the supplier may only be delivered to us.

XV. Business secret

1. The supplier shall be obliged to treat our orders and any related commercial and technical details as business secrets.
2. Isolite GmbH reserves their ownership and copyrights in any figures, drawings, calculations or any other documents, models and samples.
3. These shall not be made accessible to third parties without the express approval of Isolite GmbH. They shall exclusively be used for the fulfilment of the concluded contract and must be returned to Isolite GmbH after its settlement without any request.

XVI. Severability clause

If one or several conditions being part of or being referred to in these contractual provisions are or become void, this shall not affect the applicability of the other provisions and the validity of the contract as such.