



Management System
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EPAL ist eine lizenzierte Marke der European Pallet Association e.V.
Zugelassener Reparaturbetrieb für EUR-Boxpaletten
Herstellerqualifikation zum Schweißen von Stahlbauten nach DIN 18800-7:2002-09



IDH
**ANLAGENBAU
UND MONTAGE**
GmbH

GENERAL TERMS AND CONDITIONS OF PURCHASING

I. Scope of Application

These General Terms and Conditions (GTC) apply to all business transactions with suppliers or other contractors (hereinafter collectively referred to as "Supplier"), even if not mentioned in subsequent contracts. Modifications, additions, or deviations from the provisions below by suppliers will only be considered accepted if explicitly acknowledged in writing as an addition to our purchasing conditions before delivery. Acceptance of services or deliveries, or payment, does not imply consent to any deviating or supplementary sales conditions of the suppliers. If the Supplier does not agree with these purchasing conditions, they must promptly notify us in writing. In such a case, IDH Company is entitled to cancel the order immediately and free of charge. These General Terms and Conditions apply to IDH Anlagenbau und Montage GmbH, Meeraner Straße 25, 08371 Glauchau, Germany, telephone number: +49 (0) 3763 7786 0, email address: info@idh-glauchau.de, authorized managing directors: Birgit Olijnyk, Steffen Raböse.

II. Order

1. An order is considered accepted only when it is drawn up and signed by us in writing. Verbal or telephone orders are binding for us only if we confirm them by subsequently sending a written order. In individual cases, drawings provided by us, including tolerance specifications, are binding. By accepting the order, the supplier acknowledges that they have examined the existing plans to understand the nature of the execution and the scope of the service. We are not bound by obvious errors, typographical or calculation mistakes in the documents, drawings, and plans provided by us. The supplier is obligated to inform us of such errors so that our order can be corrected and reissued. This also applies to missing documents or drawings.
2. Order acceptance must be confirmed by the supplier by signing the copy of the order within two weeks from the date of the order; otherwise, we are entitled to revoke it.
3. Deviations in quantity and quality from the text and content of our order and subsequent changes to the contract are only considered agreed upon if we explicitly confirm them in writing.
4. Drawings, tools, samples, models, trademarks, and packaging or similar items, as well as finished and semi-finished products provided by us or manufactured on our behalf, remain our property and may only be supplied to third parties with our explicit written approval. Unless otherwise agreed in individual cases, these items must be returned to us immediately upon fulfillment of the order without specific request. Items produced or labeled with such production tools, trademarks, and packaging may only be supplied to third parties with our explicit written approval.
5. The contractor is aware that we predominantly manufacture for the automotive industry, and therefore, the delivered parts must comply with the required standards for the automotive industry (quality mark "QM"). The supplier must constantly align the quality of the delivered

products with the latest technical standards and technical norms applicable at the place of use. The supplier declares that they are aware of the quality standards, specifications, and document sets of the manufacturers necessary for proper delivery, or they obtain them at their own expense. They declare that the delivery conforms to the standards listed there and are liable for any deviations.

6. The supplier is obliged to establish and maintain a suitable quality assurance system in terms of type and scope, in line with the latest state of the art. The supplier must keep records, particularly regarding quality inspections, and present them upon request.
7. Assembly, operating, and storage instructions must be provided in German and English languages at no cost. This also applies to maintenance and repair documentation.
8. The supplier may engage third parties for the provision of the service only with prior written approval. It must be ensured that the agreed quality standards according to point 5 are fulfilled. The supplier takes over responsibility for its subcontractors/suppliers.

III. Delivery Dates

1. The agreed delivery periods and dates are binding. They start from the date of the order. Within the delivery period or on the delivery date, the goods must be received at the location specified by us. If delays are expected, the supplier must notify us immediately and seek our decision on whether to maintain the order.
2. If the supplier is in default, we have the right, after issuing a warning, to claim a penalty of 0.5% of the net order value per commenced week, up to a maximum of 5% of the net order value and/or the delivery, and/or to withdraw from the contract. The penalty paid will be credited against any claim for damages.
3. We are not obligated to accept the delivery before the expiration of the delivery date.

IV. Delivery/Packaging

1. The delivery is at the expense of the supplier and free of charge to the delivery point specified by us. If, in exceptional cases, we bear the freight costs, the supplier must choose the mode of transport specified by us, otherwise, the most cost-effective mode of transport and delivery for us.
2. The risk only passes to us upon acceptance by our receiving point.
3. The packaging is included in the price. If something else is agreed upon, the packaging must be charged at cost. The supplier must use the packaging specified by us and ensure that it adequately protects the goods from damage. In case of return, at least 2/3 of the invoiced value must be credited.

V. Documentation

1. In each shipment, two copies of invoices, delivery notes, and packing lists must be included - upon request, they must also be provided in English. These documents must contain:
 - a. Order number,
 - b. quantity and unit of measurement,
 - c. gross weight, net weight and if applicable, chargeable weight,
 - d. item description with our item number,
 - e. remaining quantity for partial deliveries.

2. For freight shipments, a shipping notification must be sent to us separately on the day of dispatch.

VI. Prices

1. Unless expressly stated otherwise, the agreed prices are firm prices, provided that the supplier does not generally reduce its prices.
2. The supplier will not offer us prices and conditions less favorable than those granted to other customers if and to the extent that these customers offer the supplier the same or equivalent conditions in the specific case.

VII. Invoice / Payment

1. Invoices must be issued separately for each order. Payment will be made only after the complete receipt of defect-free goods or complete defect-free performance and after receipt of the invoice. This applies correspondingly to partial deliveries. Time delays resulting from incorrect or incomplete invoices do not affect any cash discount deadlines.
2. Payments will be made within 14 days from the receipt of the invoice with a 2% discount or net within 30 days from the receipt of the invoice.
3. The supplier's claims against us may only be assigned to third parties with our consent. Payments will only be made to the supplier.

VIII. Warranty / Guarantee / Complaints

1. The supplier undertakes to ensure that the goods, including packaging and labeling, comply with our specifications as well as the quality standards of the automotive industry in Germany and the standards, specifications, and documentation provided by the manufacturers. Our order will be executed with due care and in accordance with the current state of technology.
2. In the event of delivery of faulty goods, the supplier will be given the opportunity to rectify the issue or provide a replacement. If the supplier is unable to do so or fails to rectify the issue promptly after being notified and given a deadline, we are entitled to return the goods at the supplier's risk and expense and to procure replacement from alternative sources. In urgent cases, after notifying the supplier, we are entitled to carry out the rectification ourselves or have it done by a third party. The costs incurred in this process will be borne by the supplier.
3. The warranty for the product manufactured by the supplier or for the service provided by the supplier ends 24 months after delivery and acceptance, unless otherwise specified above.
4. Unless otherwise stipulated above, the warranty is subject to the statutory provisions.

IX. Producer liability

The supplier shall indemnify us against any producer liability arising from defects in the goods that are attributable to the supplier's fault, to the extent that the supplier would be directly liable for such defects.

X. Intellectual Property Rights

The Supplier shall be liable to ensure that its delivery and its utilization by us do not infringe any patents or other intellectual property rights of third parties. The Supplier shall indemnify us and our customers from all claims arising from the use of such intellectual property rights. However, this shall not apply if the Supplier has manufactured the delivered goods based on drawings, models, or other descriptions or instructions provided by us and was not aware, nor could reasonably have been aware, that this would result in an infringement of intellectual property rights.

XI. Force Majeure

War, civil war, export restrictions or trade restrictions due to changes in political conditions, as well as strikes, lockouts, disruptions, limitations of operations – particularly at our customers or within the automotive industry or individual plants – and similar events that make the performance of the contract impossible or unreasonable, shall be considered as force majeure and release us from the obligation of timely acceptance for the duration of such events. The contracting parties are obliged to inform each other about such events and to adjust their obligations in good faith to the changed circumstances.

XII. Custody / Ownership

Material provided by us remains our property. It shall be stored separately as such and shall only be used for our orders. The Supplier shall be liable for any depreciation or loss even without fault. The objects produced with the material provided by us shall be our property in the respective manufacturing state. The Supplier shall keep these objects for us; the cost of storage for the objects and materials kept on our behalf is included in the purchase price.

XIII. Trade Secrets

The Supplier shall treat our orders as well as all related commercial and technical details as trade secrets. This includes in particular specifications, product and manufacturer information, as well as documentation sheets provided by manufacturers.

XIV. General Provisions

1. If any provision is or becomes invalid, the remaining provisions shall remain valid.
2. The place of performance is the location where the goods are to be delivered as per the order, otherwise our place of business.
3. The place of jurisdiction is the competent court at our registered office. However, we are also entitled to file a lawsuit at the Supplier's registered office.
4. The contract is subject exclusively to the law of the Federal Republic of Germany, excluding conflict of laws principles.

XV. Data Protection

Please refer to our privacy policy, which can be found in the footer of our website or directly at the address <https://www.idh-glauchau.com/de/datenschutz/erklaerung.html>.

XVI. Code of Conduct / Supplier Code of Conduct

The terms and conditions of our Supplier Code of Conduct and Procurement Policy also apply, which can be found in our General Terms and Conditions. By accepting and processing orders, the Supplier expressly agrees to acknowledge and comply with the mentioned documents. Compliance with the Supplier Code of Conduct and Procurement Policy is a binding requirement for any business relationship with our company.