

General Terms and Conditions of Purchase of  
**IBEDA Sicherheitsgeräte und Gastechnik GmbH & Co. KG**  
Bahnhofstrasse 27, 53577 Neustadt/Wied,  
hereinafter referred to as the principal (IBEDA).

The following terms and conditions form the basis for orders unless any deviations have been agreed in writing.

The supplier's Terms and Conditions of Sale are not binding even where IBEDA have not expressly revoked them.

**1. OFFER**

The submission of an offer is always free of charge. The performance data and product properties stated in offers and documents provided are to be regarded as binding unless otherwise defined in the offer.

**2. ORDER**

Only orders placed in writing are binding. Verbal agreements or additions or changes must be in writing to have a binding character. The contract to supply concluded with the supplier may not be transferred to a third party without written permission by the principal.

The items supplied shall be integrated in safety-relevant components and equipment. IBEDA must be notified in writing of any constructional changes, changes of the material, compounds, etc. prior to the changes and are subject to written approval.

**3. CONFIRMATION OF ORDER**

Every order must be confirmed in writing by stating the full order details (order no., consignment note) within 5 days. If the confirmation of order deviates from the order or other written agreements, IBEDA shall not be bound by these deviations. If the principal has not received such confirmation within this period, they shall reserve the right to revoke the order without the supplier being able to derive any rights whatsoever from the contract or the revocation thereof.

**4. DELIVERY DATE**

The delivery date stated in the order for which, by principle, the day of receipt at the place of delivery stated by IBEDA shall apply, must be observed. IBEDA must be informed immediately in writing in the event of an impending delay in delivery or performance, stating the reasons and the duration of the delay. If the supplier does not adhere to the delivery date, the principal is entitled to statutory rights. If damages are claimed for the non-observation of the delivery date, the minimum damages for every week or part thereof after the missed deadline shall be 1% of the order value, however, a maximum of 5% of the order value, whereby the supplier is expressly allowed to provide proof that no damages whatsoever were caused or that they are considerably lower than the lump sum.

**5. DISPATCH**

The goods must be packed in a customary, appropriate and safely transportable way. The delivery must be furnished with the accompanying documents stating the full order details. The delivery or performance shall be accepted by the incoming goods department subject to a 7-day inspection period. Costs incurred by a non-observation of our shipping instructions shall be borne by the supplier.

Insofar as not otherwise agreed, deliveries shall be free domicile to the recipient's location; the supplier shall bear the risk.

**6. INVOICING**

A single copy of an invoice must be sent electronically to IBEDA [ER@ibeda.de](mailto:ER@ibeda.de) specifically stating the order number and the consignment note immediately after dispatch.

**7. PAYMENT**

Unless otherwise agreed, payment shall be effected after proper receipt of the shipment and invoice within 14 days with a 3% cash discount or within 30 days strictly net. Only immaculate shipments as per order shall oblige the principal to effect payment.

#### **8. WARRANTY CLAIMS**

With material defects and/or defects of title of the goods delivery to IBEDA, solely statutory regulations shall apply.

According to Sections 377/438 German Commercial Code, the principal meets their obligation to make an immediate complaint by inspecting the goods delivered within 7 days of receipt at the business premises for visible defects and makes a complaint within this period or, in the event of a written complaint, it has been dispatched electronically or by post.

#### **9. FORCE MAJEURE**

Operational standstills, operational disturbances or similar as well as cases of force majeure exempt the principal from accepting in all cases for the duration and to the extent of the disturbance, without any obligation to replace or reimburse the supplier.

#### **10. DRAWINGS**

All drawings, sketches and calculations provided or created on behalf of the supplier to execute orders are the property of IBEDA and may not be used by the supplier for any other purposes, copied or made accessible to third parties. They must be returned to IBEDA upon request. The principal reserves the industrial property right to all drawings and documents the supplier has been furnished with.

#### **11. PROPERTY RIGHTS**

The supplier is liable for the non-violation of patents, licences or property rights by third parties caused by the delivery.

#### **12. PLACE OF FULFILMENT AND JURISDICTION**

If the supplier is a businessman the place of fulfilment and jurisdiction is the domicile of IBEDA. Solely the law of the Federal Republic of Germany shall apply under the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

#### **13. OBSERVATION OF STANDARDS; REGULATIONS, OBLIGATION TO LABEL**

It shall be deemed expressly agreed that the item of order must comply with the pertinent statutory provisions and the regulations, standards, guidelines and admission standards valid in Germany. Any labelling obligations must be observed.