



General terms and conditions of purchase

Section 1 - Area of applicability

1.

The general terms and conditions of purchase of SAH shall apply exclusively. Terms and conditions of the Supplier which conflict with or deviate from those of SAH shall not be recognised by SAH, unless SAH has expressly agreed to their applicability in writing.

The terms and conditions of purchase of SAH shall also apply if the delivery of the Supplier is accepted by SAH without reservation in the knowledge of terms and conditions of the Supplier which conflict with or deviate from those of SAH.

2.

All agreements which are concluded between SAH and the Supplier for the purpose of performance of the contract shall be set out in this contract in writing.

3.

The terms and conditions of purchase of SAH shall only apply in relation to entrepreneurs, legal persons under public law or special funds under public law.

4.

The general terms and conditions of purchase of SAH shall also apply to all future transactions with its suppliers.

Section 2 - Offer - offer documents

1.

The Supplier shall be obliged to accept the orders of SAH within a deadline of two weeks.

2.

SAH shall reserve ownership rights and copyright in respect of images, drawings, calculations and other documents. These may not be made accessible to third parties without the express written agreement of SAH.

The above-mentioned data and documents may only be used for manufacturing on the basis of the order of SAH. Following completion of the order, these must be returned to SAH, without the need for a request to be issued.

The said documents must be kept confidential in relation to third parties. The regulation in Section 9 Number 5 of these general terms and conditions of purchase shall apply additionally.



Section 3 - Prices, terms and conditions of payment

1.
The price stated in the order shall be binding. Unless written agreements to the contrary exist, the price shall include delivery free to the buyer's address, including packaging. The return of the packaging shall require a separate agreement.
2.
The purchase price stated by SAH shall be net, plus the respective statutory value added tax.
3.
Invoices can only be processed by SAH if the order number stated in the order is stated, in accordance with the order guidelines. The Supplier shall be responsible for all consequences due to non-compliance with this obligation, unless it provides proof that it is not responsible for the said non-compliance.
4.
Unless otherwise agreed in writing, SAH shall pay the purchase price within 30 days with a 2% discount, calculated from the time of delivery and receipt of the invoice, or within 60 days net from the time of receipt of the invoice.
5.
SAH shall be entitled to rights of set off and rights of retention to the extent prescribed by law.
6.
Interest after the due date cannot be demanded. The rate of default interest shall be 5 percentage points above the respective base rate of interest. SAH shall be entitled to provide proof of default interest which is lower than that demanded by the Supplier.

Section 4 - Delivery time

1.
The delivery time stated in the order shall be binding.
2.
The Supplier shall be obliged to immediately inform SAH in writing should circumstances arise or become known to it, due to which the agreed delivery time cannot be complied with.
3.
In case of delivery delay, SAH shall be entitled to the statutory claim. In particular, SAH shall be entitled to demand damages in lieu of performance and to rescind the contract, following the fruitless expiry of a reasonable deadline.
Should SAH demand damages, the Supplier shall have the right to provide proof to SAH that it is not responsible for the breach of obligation.



Section 5 - Transfer of risk, documents

1.
Unless otherwise agreed in writing, the delivery shall take place free to the place of domicile.
2.
The Supplier shall be obliged to state the exact order numbers of SAH on all dispatch papers and delivery notes. Should it fail to do so, SAH shall not be responsible for any processing delays caused as a result.

Section 6 - Liability for defects, defect inspection

1.
SAH shall be obliged to check the goods for any quality and quantity deviations within a reasonable deadline. The complaint shall be deemed to have been made on time if it is received by the Supplier within a deadline of 5 working days, calculated from the time of receipt of the goods, or, in case of hidden defects, from the time of discovery.
2.
SAH shall be fully entitled to the statutory defect claims. In all cases, SAH shall be entitled, according to its choice, to demand correction of the defect or delivery of a new item by the Supplier. The right of damages, in particular the right to damages in lieu of performance, shall remain expressly reserved.
3.
SAH shall be entitled to carry out the correction of the defects by itself at the expense of the Supplier, should the Supplier be in default concerning subsequent performance.
4.
The limitation period shall be 36 months, calculated from the time of transfer of risk.

Section 7 - Product liability, release, liability insurance protection

1.
Should the Supplier be responsible for damage caused by a product, it shall be obliged to release SAH from any third party damages claims on first request, to the extent that the cause lies in its area of control and organisation and to the extent that it is itself liable vis a vis third parties.
2.
Within the framework of its own liability in cases of damage in the paragraph above, the Supplier shall also be obliged to reimburse the expenses which SAH considers necessary in the circumstances, as well as those which corresponded to the actual or presumed interest of the Supplier, which are incurred under or in connection with a lawfully carried out recall action by SAH. The same shall apply should more than one party have caused the loss and therefore would incur joint liability. To the extent that is possible and reasonable, SAH shall inform the Supplier in a timely manner in advance of the content and scope of such a recall measure and provide the Supplier with the opportunity to make a statement.



3.
The necessary informing of the respective competent authorities in accordance with the German Product Safety Act (Produktsicherheitsgesetz) shall be undertaken by SAH in agreement with the Supplier.

4.
The Supplier shall be obliged to maintain a product liability insurance policy with a fixed sum insured of 10 million euros per incidence of personal injury/damage to property. Should SAH be entitled to further damages claims, these shall not be affected.

Section 8 - Property rights

1.
The Supplier hereby guarantees that no third party rights are being infringed in the Federal Republic of Germany in connection with its delivery.

2.
Should a claim be brought against SAH due to infringement of a third party right, the Supplier shall be obliged to release SAH from the said claims on first written request. In case of third party damages claims, the Supplier shall retain the right to provide proof that it is not responsible for the infringement of the third party rights.

3.
SAH shall not be entitled to conclude any agreements, in particular the conclusion of a settlement, with the third party without the agreement of the Supplier.

4.
The release obligation of the Supplier shall extend to all expenses which are necessarily incurred by SAH under or in connection with the bringing of a claim by the third party.

5.
The limitation period shall be 36 months, calculated from the time of transfer of risk.

Section 9 - Reservation of ownership, supply, work tools, secrecy

1.
Should SAH provide parts to the Supplier, SAH shall reserve ownership in respect of such. Processing or alterations by the Supplier shall be undertaken for SAH. Should the goods of SAH which are subject to reservation be processed with other items which do not belong to SAH, SAH shall acquire co-ownership in the new item to the relationship of the value of the item of SAH (purchase price plus statutory value added tax) to the other processed items at the time of processing.

2.
Should the item provided by SAH be inseparably mixed with other items which do not belong to SAH, SAH shall acquire co-ownership in the new item to the relationship of the value of the item which is subject to reservation (purchase price plus statutory value added tax) to the other mixed items at the time of mixing.



Should the mixing take place in such a way that the item of the Supplier is to be considered the principal object, it is hereby deemed to be agreed that the Supplier will assign pro-rata co-ownership to SAH. The Supplier shall keep the sole ownership or co-ownership safe for SAH.

3.

SAH shall reserve ownership in respect of work tools. The Supplier shall also be obliged to only use the work tools for the manufacture of the goods provided by SAH. The Supplier shall be obliged to insure the work tools provided by SAH to the replacement value against fire and water damage and theft at its own expense.

At the same time, the Supplier hereby now assigns to SAH all compensation claims under the said insurance. SAH hereby accepts the said assignment. The Supplier shall be obliged to carry out all necessary maintenance and inspection work, as well as all upkeep and repair work in respect of the tools of SAH in good time and at its own expense. The Supplier must immediately inform SAH of any breakdowns. Should the Supplier culpably fail to do so, damages claims shall remain reserved.

4.

Should the security rights to which SAH is entitled in accordance with Paragraph 1 and/or Paragraph 2 exceed the purchase price of all SAH goods which are subject to reservation of title which have not yet been paid by 10%, on request of the Supplier, SAH shall be obliged to release the security rights in accordance with the choice of the latter.

5.

The Supplier shall be obliged to maintain strict secrecy in respect of all images, drawings, calculations and other documents/information which it receives.

The above items may only be disclosed to third parties with the express agreement of SAH. The secrecy obligation shall also apply following performance of the contract. However, it shall lapse if and to the extent that the manufacturing knowledge contained in the transferred images, drawings, calculations and other documents has become generally known or can be proven to have already been known to the Supplier at the time of notification as set out in Sentence 1.

Section 10 - Quality, environment, energy

The Supplier must set up and maintain a suitable documented quality and environmental management system which is suitable according to type and scope and which corresponds to the state of technology. The Supplier shall create records, in particular concerning its quality inspections, and make these available to SAH on request. The Supplier hereby agrees to an evaluation of the effectiveness of its quality and environmental management system by SAH or a party authorised by it within the framework of quality and environmental audits. The Supplier shall be responsible for ensuring all statutory and safety related constraints for restricted dangerous substances and particularly hazardous materials in accordance with the Chemical Prohibition Ordinance (Chemikalien-Verbotsordnung) in the manufacturing and acceptance countries. The Supplier has been made aware of the environmental and energy policies of SAH and shall observe these in the framework of the contractual relationships. SAH hereby points out that the energy performance and energy efficiency class (if available) will be consulted as a selection criteria for goods of any kind.



Section 11 - Applicable law, place of jurisdiction, place of performance

1.

The law of the Federal Republic of Germany shall apply to each individual contract to be concluded to which these general terms and conditions of purchase apply. The applicability of the United Nations Convention concerning the International Sale of Goods is hereby expressly excluded.

2.

Should the Supplier be a businessman, the place of business of SAH shall be the place of jurisdiction. However, SAH shall be entitled to also bring a lawsuit at the court of the place of domicile of the Supplier.

3.

Unless otherwise stated in the order, the company headquarters of SAH shall be the place of performance.

As of: December 2014