

## **1 General Provisions**

**1.1** For all orders for ATP ALLTAPE Klebetechnik GmbH - hereafter ATP - only these conditions apply, unless explicitly agreed otherwise. Conditions of the contractor in their terms or order confirmation are hereby expressly rejected. Unconditional acceptance of order confirmations and deliveries does not mean recognition of such conditions.

**1.2** With first delivery at the present conditions, the contractor acknowledges their exclusive validity, also for all future orders.

**1.3** Orders and contracts are binding when they are in writing or confirmed in writing. Unless otherwise agreed, an offer can only be accepted within a period of 14 days.

**1.4** Orders can be revoked by ATP without incurring costs, unless an order confirmation is sent within 3 days of receiving the order from the contractor.

## **2 Delivery and Dispatch**

**2.1** Delivery is made according to the order, or further to instructions of ATP, on the agreed dates. The contractor must immediately report any changes to the dates.

**2.2** The contractor shall comply with the delivery terms of ATP and the freight forwarder or carrier. The order and item numbers of ATP are indicated in all shipping documents, letters and invoices.

**2.3** Transportation costs, including packaging, insurance and all additional costs, are borne by the contractor, unless otherwise explicitly agreed.

**2.4** The goods must be delivered packed. The packaging must be safe for transport and comply with the transport regulations for the chosen mode of transport. Reciprocal agreements shall be made for the return of packaging material (property of the contractor).

## **3 Delivery Periods, Delivery Dates**

**3.1** The delivery times or delivery dates named in the orders are binding and are met upon arrival of the delivery.

**3.2** ATP has the right to refuse to accept goods that were not delivered by the delivery date specified in the order, and to return them or store them with third parties at the expense and risk of the contractor.

**3.3** If acceptance of the product is prevented or made difficult due to events which are beyond the control of ATP, ATP reserves the right to postpone the acceptance by the duration of these events. Events of this kind are, among others, third-party intervention, fire and water damage, scarcity of energy, raw materials or means of transportation, strikes or work stoppages, and events that lead to the restriction and standstill of ATP production. If these events last longer than 3 weeks, the supplier is entitled to rescind the contract.

**3.4** The delivery of the goods shall be made at the following times:

General	Mon - Thu	07:00 – 15:30
Stamped	Mon - Thu	07.00 – 15.30
	Fri	07.00 – 13.00
Tankers	Mon - Fri	06:00 – 13:00

If unplanned goods have to be delivered, this is to be promptly coordinated with the purchasing department responsible so that the required members of staff are available.

## **4 Quality and Acceptance**

**4.1** The contractor warrants that the goods comply with the submitted specifications or specifications, relevant standards and state of the art. Above all, the supplier ensures that the products to be delivered comply at all times with the applicable EU regulations/directives in force on the safety of components.

Should amendments to the rules / regulations require changes to the manufacturing process or require changes to components in products, the contractor will implement them immediately and inform ATP thereof in writing prior to delivery.

In accordance with EU Directive 67/548/EEC, the contractor is obliged to use no substance in the delivered products which is categorised as reprotoxic, teratogenic, mutagenic or carcinogenic, or substances in EU Directive 76/769/EC.

Furthermore, the contractor ensures compliance with the European REACH regulation (EC1907/2006) and RL 2002/95/EC (RoHS).

**4.2** ATP reserves the right to examine the goods immediately upon receipt for obvious and visible defects and to accept them only after this. In case of complaint, the contractor may be charged with the costs of testing and replacement. For each type of defect, the notice period is 14 days after its recognition. During the warranty period, the contractor waives the objection of late notice regarding hidden defects.

**4.3** Dimensions, weights and quantities of supplies determined during the incoming goods inspection are binding.

**4.4** All plant and equipment to be delivered must especially meet the requirements listed in the specification in terms of the functionality of the goods ordered and safety requirements.

**4.5** In the case of an agreed penalty for late delivery, the right to receive a penalty remains, even if this is not made explicitly clear during acceptance of the delivery. Further rights also remain without special preconditions during acceptance.

## **5 Prices and Payment Terms**

**5.1** The agreed prices are maximum prices; price reductions in the time between ordering and payment of the bill will be to the benefit of ATP.

**5.2** Invoices are to be submitted to ATP in duplicate under the order and item number and the exact content and weight following delivery of the goods. Sales tax is to be shown separately. Invoices with incorrect or missing information are generally not recognised and are sent back to the issuer for correction or completion.

**5.3** Payment is subject to proper delivery, and also to price and calculation accuracy. The discovery of a defect subject to warranty entitles ATP to withhold payment until completion of the warranty obligation.

**5.4** Unless otherwise agreed, payment is made within fourteen days less 3% discount or within 60 days net following receipt of goods and invoice.

The deadline for the use of any discounts will be set after receiving a complete invoice.

## **6 Offsetting and Assignment**

**6.1** The contractor is only entitled to undisputed or legally established claims.

**6.2** The assignment of claims against ATP is only effective with their written consent.

## **7 Warranty**

**7.1** The warranty obligations of the contractor depend on the law, unless indicated otherwise hereinafter. The contractor shall provide ATP at their first request all claims of third parties resulting from deficiencies, violation of rights or product damages of its delivery because of their contribution. The contractor warrants the existence of appropriate product liability insurance.

**7.2** The warranty period is at least 12 months from arrival at the place of delivery. If the statutory warranty period is longer, this shall apply.

**7.3** In the case of poor delivery, the contractor has to provide a free replacement at the choice of ATP, to give a discount in accordance with the law or to repair the defect free-of-charge. In urgent cases, ATP will inform the contractor about imminent damage, and if the contractor cannot guarantee a repair within two days, ATP will address the issues themselves or through a third party or they will purchase a replacement elsewhere at the expense of the contractor.

The same applies if the contractor delays in meeting its default warranty obligation. If the excess of the maximum allowed defect rate, according to the statistical test procedure described in the order, is determined, ATP has the right to raise warranty claims on the full delivery or to inspect the entire delivery at the contractor's expense following consultation with the contractor

**7.4** For the delivery of spare parts and repair work, the contractor is liable without limit to the same extent as for the original delivery item, including transportation, travel and labour costs. For repairs, the defective goods will be provided to the contractor. The contractor is required to collect the goods from ATP if on-site repair is not possible. The warranty period for replacements begins on the date of receipt of replacement, at the earliest. The warranty period for repairs begins on the date of successful service provided.

**7.5** Based on product liability law, the contractor is obliged to reimburse reasonable costs of a recall. First, ATP will send a message for comment as soon as possible to the contractor.

## **8 Information and Data**

Drawings, designs, patterns, manufacturing, shipping and testing requirements, internal company data, tools, equipment, etc., which ATP provided to the contractor to draw up their tender or to carry out their order, shall remain the property of ATP. They may not be used for other purposes, reproduced or disclosed to third parties, and are to be stored with the care of a prudent merchant. They are to be returned by the contractor, without request, when no longer required for the further fulfilment of their delivery.

## **9 Rights of Third Parties**

The contractor assures that the rights of third parties do not prevent the intended use of the purchased goods, and particularly that rights of third parties are not violated. If, however, a claim is made on ATP due to a possible violation of rights of third parties, such as copyright, patent and other intellectual property rights claims, ATP shall inform the contractor thereof and will become free of any related obligation.

## **10 Data Protection**

The contractor declares revocable understanding that the communicated personal data is handled in accordance with the legal provisions.

## **11 Severability Clause**

Should any provision of these conditions be or become ineffective, the other provisions remain valid.

## **12 Place of Performance, Court of Jurisdiction and Legal Responsibility**

**12.1** Place of performance for the delivery and payment is Mihla / Buchenau.

**12.2** The court of jurisdiction for any conflicts is Eisenach. ATP is, however, entitled to take legal action against the contractor in another approved jurisdiction of their choice. The applicable law is that of the Federal Republic of Germany with the exception of the Global UN Sales Law (CISG).