

SEMİKRON Elektronik GmbH & Co. KG - Buying Conditions

I. General

For all purchase orders which Semikron places in its own name or in the name and for the account of third parties the following conditions shall apply unless agreed differently. These buying conditions shall become part of the contract through acceptance of our order and shall apply also if the supplier explicitly precludes the validity of our buying conditions in his offer or order acknowledgement. The conditions of the supplier are in no case binding even if Semikron does not contradict. Validity of differing conditions may not be derived from our acceptance of goods. All future business relations are subject to the buying conditions of Semikron, even they are not expressly agreed on repeatedly.

II. Offer

Offers are free of charge and without obligation to Semikron. They must comply with our inquiry and show our inquiry reference. Supplier keeps with his offer for two weeks.

III. Purchase Order

1. On principle Semikron places orders only according to these conditions unless the order itself contains differing conditions.
2. Increases or decreases or other deviations from the order placed will only be accepted by Semikron after Semikron's prior written consent. Delivery or shipment of substitute materials also requires Semikron's prior written consent.
3. Agreements made verbally, by telephone or telegraph need to be confirmed in writing by Semikron to achieve legal validity.

IV. Acknowledgement of order

An order acknowledgement has to be supplied to Semikron immediately – at the latest within one week – after receipt of the order. The order is to be seen as accepted, if no acknowledgement is presented to Semikron within ten working days. This acknowledgement has to be sent to our purchasing department only and must show our purchase order number.

V. Delivery Date

1. The delivery dates agreed upon must be strictly kept. As soon as the supplier learns of circumstances which may jeopardise the delivery date agreed upon he immediately will inform Semikron of this in writing, stating the cause and expected delay.
2. In the event that the delivery date agreed upon is not kept Semikron is entitled to the statutory rights. In the event of urgent need Semikron is entitled to retreat from the contract and to buy ahead ulterior, if thereby the appearance of a major damage can be avoided.
3. If Semikron desires with good operational reasons a temporary stop of the manufacturing of shipment the supplier must comply.

VI. Sequence of Deliver

1. If the order is filled in partial deliveries Semikron may indicate the sequence of shipment of the parts. Semikron is entitled to make use of the parts received prior to delivery of the entire order without this representing acknowledgement of the delivery as contractual. On principle partial deliveries are permissible only with Semikron's written consent.
2. Proper fulfilment of the order also includes supplying of operating instructions, test certificates, acceptance certificates etc.

VII. Packing, Shipping

1. The supplier is liable for proper packing of the delivery.
2. All shipments are to be directed to the consignee indicated at the supplier's expense and risk, free of any charges to Semikron. A detailed delivery or packing slip, showing the Semikron order number, references and contents has to be included in each shipment. On the shipping date a dispatch note showing the Semikron order number, references etc. has to be mailed to Semikron, regardless of invoicing. Invoices are not considered to be dispatch notes. Partial or rest shipments must be marked as such in the delivery or packing slip as well as in the dispatch note.
3. The supplier is liable for all costs or damages resulting from the omitted dispatch note or marking.

VIII. Invoice

Invoices must be submitted in duplicate individually for each order immediately after delivery of the goods and show the Semikron order number, references etc. Invoices must not be packed with the goods. Billing several orders in one invoice is not permissible. Partial or rest deliveries must be identified as such in the invoice.

IX. Payment/Retention of title

1. Unless agreed otherwise, payment will be made within 14 days in cash with 4 % cash discount or within 30 days within 2 % cash discount or within 90 days net after receipt of invoice and contractual delivery.
2. There is no prolong end retention of title in favour of the supplier.

X. Setoff, Assignment

The supplier is not entitled to set off his charges against any claim Semikron may have against him unless these claims are beyond dispute or legally asserted. Claims may be assigned to third parties only with Semikron written permission.

XI. Warranty

1. The supplier declares that the goods supplied are comply exactly with the drawings and specifications upon which the order was based on that they can be built in Semikron products and that these products meet the purposes of Semikron
2. The warranty period is 24 months
3. In the event of a defect Semikron is entitled to statutory rights. Supplier in particular must accept the costs resulting of a business interruption or a call-back provided that this being a result of a defect of his product.
4. Supplier has to hold harmless Semikron at first request in the event of claims of any third party resulting of a product defect contributable to supplier. This also applies to costs for the regulation of or defence against these claims.

XII. Testing and Acceptance

1. The materials and goods to be supplied which have been procured by the supplier for filling the order may be examined by Semikron or its agent. Therefore Semikron or its agent has the right to also inspect the suppliers production and quality control. Furthermore, the supplier has to ensure that Semikron has the same right to the subcontractor.
2. Semikron will inspect the delivery within a adequate period in respect of quality and quantity. The reproof of an apparent defect is in due time, if it is sent within three working days from delivery on and reaches the supplier. In the case of a non-apparent defect the reproof is in due time if sent within three working days after detection and if it reaches the supplier. The tests or acceptances do not release the supplier from his own obligations regarding testing upon issue and warranty.

XIII. Patent Rights, Drawings

1. If fulfilment of the order affects patent rights of third parties (for example patents and design patents), the supplier must at his own expense obtain the necessary licences and keep Semikron free from any obligations, disadvantages and damages which might be claimed from Semikron because of the violation of patent rights of third parties.
2. As far as patent rights of the supplier are concerned the supplier will grant Semikron simultaneously to the delivery the irrevocable right for unrestricted use free of charge of these patent rights in connection with the goods to be supplied.
3. If the supplier makes an invention while working on the order, Semikron will be entitled to the unrestricted use of these inventions free of charge. If the invention is made by an employee of the supplier, the supplier has to draw on this invention according to the inventions-of-employees-act (Arbeitnehmererfindungsgesetz) and to provide Semikron with the unrestricted usage free of charge.
4. Drawings, samples, blueprints, models, descriptions and other papers remain the property of Semikron. The supplier agrees to keep them confidential – as far as they were not known to him for ulterior reasons or are known to public - and to return them unasked to Semikron at the latest with the final partial shipment of the order concerned. The supplier is not permitted to make or have made copies without prior written consent. The aforesaid is also applicable for the dissemination to a third party. In the event that patent rights are granted Semikron reserves all rights.

XIV. Termination

If Semikron has to terminate the order totally or partially because of good reasons the supplier may only claim the expenses actually occurred until the date of cancellation. For semi-finished products only the cost for the raw material will be remunerated by Semikron. Raw material will only be remunerated if Supplier can proof that alternative usage, return without costs or cancellation is not possible to him.

XV. Delivery Place, Legal Order, Place of Jurisdiction

Delivery place for the goods is the place of destination; payment has to be made in Nuremberg. In addition to these buying conditions, the Laws of the Federal Republic of Germany, excluding the Convention of the International Sale of Goods (CISG), are effective. The place of jurisdiction for all litigations resulting directly or indirectly of this agreement is Nuremberg, if the supplier is a merchant. If supplier is not a merchant, Nuremberg is the place of jurisdiction for all claims exercised during a dunning procedure.

XVI. Insurance

Supplier commits himself to contract and/or obtain a product-liability-insurance adequate to the delivered products and the purpose of the products known to him. The insured capital has to be € 5 Mio. at minimum for damage to property or persons. This stipulation does affect in no ways the statutory rights of Semikron.