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General Terms and Conditions of Purchase Satisloh GmbH

1. Scope of application
These General Terms and Conditions of Purchase apply exclusively to the entire relationship between Satisloh GmbH, Wetzlar ("Satisloh") and the supplier regarding the purchase of movable goods ("Delivery Items") and works and services ("Services"), unless other agreements have expressly been concluded in writing. These General Terms and Conditions of Purchase also apply to all future Deliveries and Services with the Supplier. If these General Terms and Conditions of Purchase conflict with an order on a printed order form from Satisloh, the conditions agreed in writing in the order shall prevail. If the Supplier uses conflicting, deviating or supplementary general terms and conditions, their applicability is excluded, even if Satisloh does not expressly object to them.

2. Conclusion of Contract, Performance of Services
(1) Satisloh shall be entitled to revoke the order free of charge if the Supplier does not confirm the order in its unchanged state within 14 days of receipt.

(2) Satisloh shall be entitled to inspect the manufacture of the Delivery Item or the performance of the Services during normal business hours subject to notification.

3. Terms of Delivery (Deadlines, Delay, Retention of Title, Provision of Materials)
(1) The agreed delivery and performance dates, which are binding, shall apply.

(2) The Supplier shall be responsible for obtaining all necessary permits for deliveries to Satisloh in good time. If the agreed delivery date is delayed by more than 4 (four) weeks due to a missing permit, Satisloh shall be entitled to withdraw from the underlying contract.

(3) The Supplier shall notify Satisloh in writing immediately upon becoming aware of any circumstances which could affect a timely delivery or performance and the expected duration of the impairment.

(4) Unless otherwise agreed, delivery takes place free of charge to Satisloh's specified delivery address. Unless otherwise agreed, the place of performance for Services is Satisloh's registered office.

(5) In the event of a delay in delivery, Satisloh shall be entitled to demand a contractual penalty of 0.5% of the net delivery value per completed week, but not more than 5% of the total net delivery value. Satisloh shall be entitled to claim a contractual penalty in addition to performance. The parties shall be at liberty to prove that no lower or higher damages have been incurred.

(6) Ownership of the delivered goods passes to Satisloh upon payment. Any prolonged or extended retention of title by the Supplier is excluded.

(7) Materials provided by Satisloh remain Satisloh's property and shall be stored, designated and administered separately free of charge with the due care and diligence of a prudent businessman. Materials provided may only be used for Satisloh's orders and the Supplier shall be liable for compensation in the event of damage to the materials provided.

(8) Processing or transformation of the provided material by the Supplier shall be carried out for Satisloh, which will become the direct owner of the new goods created thereby. If the reserved goods are processed with other items not belonging to Satisloh, Satisloh acquires co-ownership of the new item in proportion to the value of the Satisloh items to the other processed items at the time of processing.

(9) Each delivery shall be accompanied by a delivery note stating Satisloh's order number and the description of the delivery in terms of Delivery Item and quantity. The following applies for the purpose of issuing proofs of preference or certificates of origin from Satisloh to the Customer:

a) The Supplier in the European Community shall issue a supplier's declaration for goods with preferential origin; for non-preferential goods of origin (third country goods) the Supplier shall state the customs tariff number and country of origin of the Delivery Items.
b) The Supplier outside the European Community (in the third country) delivers the goods either directly with a certificate of origin OR makes the following declaration in English in addition to the customs tariff number and country of origin:
Declaration of Origin: We hereby certify that the above information is true and correct and that the country of origin of the material described is… (date, signature and stamp).

(10) The Supplier may subcontract only for the supply of marketable parts and only with the prior written consent of Satisloh.

4. Transfer of Risk, Acceptance
(1) Unless otherwise agreed, the risk will be transferred "free of charge" upon receipt of the delivery. In the case of deliveries with installation or assembly and in the case of Services, the risk will only be transferred upon acceptance, in the case of deliveries without installation or assembly upon receipt at the place of performance designated by Satisloh (delivery address on the respective order).

(2) Unless otherwise agreed, acceptance of work will take place at the delivery or service address and is subject to Satisloh's issuance of an acceptance certificate in text form. An implied or fictitious acceptance is excluded.

5. Prices, terms of payment

(1) Unless otherwise agreed, the agreed price is a fixed price which includes packaging, delivery, insurance, taxes, other ancillary costs as well as all expenses in connection with the deliveries and services to be provided by the Supplier.

(2) Payment of the invoice amounts shall be made at Satisloh's discretion within 30 days with 3% discount or within 90 days net, unless otherwise agreed. These periods commence on the date of receipt of the invoice by Satisloh, but not before delivery of the Delivery Items or performance of the Service.

(3) Satisloh shall be entitled to the statutory rights of set-off and retention.

(4) The Supplier shall not be entitled to set off claims disputed by Satisloh or not legally established.

(5) The Supplier shall only be entitled to assert a right of retention to the extent that the counterclaims are undisputed, legally binding or recognized by Satisloh. This does not apply if the counterclaims are based on the same contractual relationship.

6. Liability for Defects, Obligation to Investigate, Statute of Limitations, Warranty Retention

(1) The Supplier shall deliver the Delivery Items or perform the Services free of material defects and defects of title and in accordance with the state of the art. In particular, the Delivery Items must comply with the statutory safety and environmental protection regulations applicable at the time of delivery. If the Supplier is required by Satisloh to deviate from the state of the art and the applicable safety regulations due to Satisloh's specifications, the Supplier shall inform Satisloh thereof without undue delay.

(2) Defects shall be notified as soon as they are discovered in the ordinary course of business. The Supplier waives the objection of late notification of defects for all defects notified within 14 days of discovery.

(3) Satisloh's warranty claims shall be governed by the statutory provisions.

(4) Satisloh's warranty claims for Delivery Items and Services, insofar as they are intended for installation in a building in accordance with their usual use, shall become statute-barred in five years, otherwise in 36 months beginning with the transfer of risk.

(5) Satisloh shall be entitled to demand a security retention of 5% of the net order value for defect claims. The Supplier shall be entitled to replace the security retention by the provision of an unlimited, directly enforceable guarantee under German law from a bank authorized in the European Union. A deposit is excluded. The security retention or the guarantee provided for redemption shall be paid out or returned upon written request after expiry of the warranty period.

7. Confidentiality, data security, protection of personal data

(1) The Supplier undertakes to treat all non-public commercial and technical information of Satisloh that becomes known to him through the business relationship as business secrets and not to make it accessible to third parties and to protect it from access. This obligation to maintain secrecy shall not apply if the information has become publicly known or was already known to the Supplier at the time of conclusion of the contract without a breach of contract by the Supplier being the cause.

(2) Drawings, plans, samples, tools, work instructions, means of production, technical documents or similar provided by Satisloh over which Satisloh holds ownership rights and copyrights; as well as products manufactured specifically for Satisloh, in particular according to the plans, drawings or other specifications, may not be made accessible to third parties, displayed, disseminated or used for purposes other than those specified by Satisloh without the express written consent of Satisloh.

(3) Supplier shall comply with, and ensure that their possible subcontractors comply with, any security procedure, policy or standard provided to Supplier by Satisloh and/or any Satisloh Affiliate from time to time, and in particular with the Satisloh Information Security Requirements for Suppliers as made available under www.satisloh.com/legal, or as otherwise set out in the contract.

(4) If Satisloh discloses personal data to Supplier, Supplier shall comply with all applicable data protection laws and regulations. Supplier shall apply appropriate physical, technical and organizational measures to ensure a level of security of personal data appropriate to the respective risk and the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services.

Supplier will use all reasonable endeavors to deliver Satisloh's Privacy Notice made available at www.satisloh.com/legal/privacy-notice to its employees that will be involved in the delivery of Goods or the provision of Services to Satisloh.

Supplier agrees that it will not withhold or delay its consent to any changes to the contract which in Satisloh's or its Affiliates' reasonable opinion are required to be made to comply with applicable data protection laws and regulations and/or with guidelines and advice from any competent supervisory authority and agrees to implement any such changes at no additional cost to Satisloh.

Supplier acknowledges that the processing of personal data in accordance with the contract may require the conclusion of additional data processing or data protection agreements with Satisloh or its Affiliates. To the extent such additional agreements are not initially concluded as part of the contract, Supplier, its relevant Affiliates or subcontractors shall upon Satisloh's request promptly enter into any such agreement(s), as designated by Satisloh and as required by mandatory law or a competent data protection or other competent authority

8. Liability, product liability and property right infringements

(1) The Supplier shall be liable in accordance with the statutory provisions.

(2) Insofar as the Supplier is responsible for product damage, Supplier is obliged to compensate Satisloh for the damage or to indemnify Satisloh against claims for damages by third parties to the extent that the cause lies within its sphere of control and organization. The Supplier's obligation to indemnify shall apply to all expenses necessarily incurred by Satisloh as a result of or in connection with claims asserted by the third party.

(3) Within the scope of his above liability for damages, the Supplier is also obliged to reimburse any expenses pursuant to §§ 683, 670 of the BGB (German Civil Code) or pursuant to §§ 830, 840, 426 of the BGB arising from or in connection with a recall action carried out by Satisloh. Satisloh will inform the Supplier of the content and scope of the recall measures to be carried out - as far as possible and reasonable - and give the Supplier the opportunity to comment.

(4) The Supplier is obliged to insure himself against the risks associated with product liability for the Delivery Items delivered by him to an appropriate amount and to provide Satisloh with proof of insurance cover in an appropriate form upon request.

(5) To the extent that the Supplier is responsible for any infringement of industrial property rights or applications for industrial property rights of third parties resulting from the contractual use of the Delivery Item or the contractual use of its Services, the Supplier shall be liable and indemnify Satisloh against all claims of third parties resulting from the infringement of such industrial property rights.

(6) The contracting parties undertake to inform each other immediately upon becoming aware of any infringement risks and alleged infringements of industrial property rights.

9. Compliance

9.1 General Compliance

(1) The Supplier, as well as its servants, employees, agents or subcontractors, undertakes to comply at all times a) with all applicable local, national and international laws, statutes, regulations and codes relating to, without limitation, tax and social legislation, anti-bribery, anti-corruption, counter-terrorism, anti-forced labor, anti-slavery and human trafficking laws environment protection, anti-money laundering laws, Export Control, embargoes and economic sanctions, competition law, companies act, foreign contribution (regulation) act, commercial law and transport laws and procure the same from its servants, employees, agents or subcontractors and b) with EssilorLuxottica's Business Partners' Code of Conducts and Anti-Bribery & Corruption Principles and Guidelines accessible at www.essilorluxottica.com/en/governance/ethics/#code-of-conduct, as amended from time to time.

(2) The Supplier shall provide the Delivery Items and/or Services in compliance with all applicable laws, regulations and codes of practice, in particular the applicable CE Directives. The Delivery Items shall be marked accordingly and all documents and evidence proving compliance with the applicable CE Directives shall be handed over to Satisloh upon Satisloh's request.

9.2 Economic Sanctions

(1) The Supplier hereby warrants and certifies its full compliance with all national and international Export Control and financial/economic sanctions regulations.

(2) The Supplier warrants that neither the Supplier, nor any of its shareholders, directors, employees or person that are involved in the operation under the contract, including persons with which there is a direct or indirect investment, are listed under any sanctions list managed by any government authority (e.g. United States, European Union, etc.) or international institutions (e.g. United Nations).

9.3 Export Control

(1) The Supplier hereby certifies that neither the receipt, transport, the delivery, the use nor the resale of the goods could result in any breach of any sanctions or prohibitions imposed by the United Nations, the United States of America, the European Union or any national government authority, relevant to the performance of the transaction. This includes without limitation any restrictions related to the goods, the location of use or transit, the intended end use, any intermediate consignee(s), the purchaser or end user or any other person (including organizations) involved or having an interest in the transaction or the goods.

(2) Delivery items are generally intended for (re)export. The Supplier shall provide all necessary information and documents which permit classification of the Delivery Item in accordance with the valid export regulations of the European Union and the Federal Republic of Germany. If Delivery Items are subject to US (re)export control, a corresponding note with indication of the corresponding classification shall feature on the delivery note.

(3) The Supplier warrants that the information provided to Satisloh under this Clause is complete and accurate. Satisloh may from time to time, request from the Supplier, technical information necessary to ensure its own obligations against Export Control and sanctions regulations.

9.4 Failure to comply

The Supplier's failure to comply with the obligations specified in this Clause 9 shall constitute a material breach of the contract. The Supplier shall indemnify and hold Satisloh (and, as the case may be, its end customer) harmless from any and all responsibility and any consequences resulting from a breach by the Supplier of any of the obligations described in this Clause.

10. General provisions

(1) The place of performance is the delivery address stated on the order.

(2) The assignment of the rights and claims arising from the order requires the prior consent of Satisloh.

(3) The invalidity of individual provisions of these General Terms and Conditions of Purchase shall not affect the validity of the remaining provisions.

(4) Amendments and supplements to these General Terms and Conditions of Purchase shall be made in writing. In the event of an oral agreement, documentation in text form is required.

(5) The contract and any dispute or claim arising out of or in connection with it or its subject matter or formation is governed by and construed in accordance with the laws of the Federal Republic of Germany, excluding both its conflict of laws provisions and the UN Convention on Contracts for the International Sale of Goods (CISG).

(6) The place of jurisdiction for all disputes arising in connection with the contract/delivery transaction, as well as for legal actions in connection with bills of exchange and cheques, shall be Satisloh's registered office in 35578 Wetzlar, Germany. However, Satisloh shall be entitled to sue the Supplier at any other justified place of jurisdiction.

(7) These General Terms and Conditions of Purchase are drawn up in the English language. If these GTC are translated into another language, the English language text shall in any event prevail.

Edition October 2024