General conditions of Purchase

1. Conclusion of contract
The supply contract is deemed to have been concluded after we have issued our order in writing and the supplier has confirmed its acceptance in writing within 5 working days. In the absence of a confirmation, the order is deemed to have been accepted on the conditions mentioned therein. All amendments and supplements are only valid if they have been confirmed by us in writing. Exception: We are committed to our orders by telephone if the order number and the name of the person in our purchasing department are expressly given. An order by telephone is deemed to have been accepted if the supplier does not immediately reject it. Details in offers submitted by the supplier only become a part of the contract if they are explicitly repeated in the order. Offers from suppliers are binding. Correspondence shall only be made with the purchasing department. Our orders and all corresponding commercial and technical details are to be kept confidential. The supplier is only allowed to refer to the business if we agree to it.

2. Prices
The prices underlying our orders are binding fixed prices. The statutory VAT is not included in the price. Delivery conditions are agreed according to the Incoterms rules. Price changes and reserves are only binding if and to the extent that they are expressly accepted by us.

3. Invoicing, payment conditions
A separate invoice is to be prepared for each delivery, giving our order number and our references. Delivery is only then fulfilled when the requested documents and technical documentation are in our possession. Balance payments can be retained by us until such time as these documents are in our possession. Payment will be made if the contract is fulfilled correctly and if correct in price and calculation. If the delivery is incorrect we are permitted to retain the appropriate payment until proper completion. Transport and packaging costs are to be shown separately. Invoices are not to be provided together with the delivery but sent separately. Payments and implementation do not mean acceptance of deliveries and performance.

4. Delivery dates and deadlines
Delivery dates and deadlines are valid for arrival of goods at their destination. All delivery times are binding and must be adhered to by the supplier. If the supplier is aware of a delay, we have to be informed immediately. We have the right to reject later delivery or to withdraw from the contract, if the required delivery times/deadlines and any subsequently permitted extensions hereof are not being followed. Our claims to damages remain under reserve. Freight differences such as freight/express goods etc. as a result of delayed despatch by the supplier are for the account of the supplier. By early delivery, we reserve the right to pay the invoice at the time it would have fallen due if delivery had been made at the time agreed in the contract. Possible demurrage charge for deliveries by rail/truck/sea will only be paid from the agreed delivery time onwards.

5. Volumes
The volumes determined in the order are to be adhered to. Customs of the particular trade are to be taken into consideration. We are only required to accept partial deliveries to the extent that we have expressly asked for or agreed to them. We reserve the right to place over-deliveries at the disposal of the supplier against payment to the excess costs we have incurred and, in case of under-deliveries, to insist on their completion.

6. Acceptance/examination of goods
Our payments are made on the basis of an examination of goods on their arrival at their point of destination. As a more detailed examination of the goods with regard to quantity and quality is normally only made at a later point in time, our payments do not represent any recognition of quantity and quality. Our legal rights therefor remain under full reserve, even after examination and payment of the goods. This also applies if only a part of the goods is paid. The costs for necessary samples, tests, etc. as a result of deliveries which are not in conformity with the order or are deficient are for the account of the supplier.

7. Quality
The supplier guarantees delivery in absolute compliance with contract, the use of good raw materials and excellent condition of the goods, suitable for their intended application. We can place unsatisfactory deliveries at the disposal of the supplier and demand perfect substitution. Taking into consideration that, for a large part of deliveries, it is not possible to examine the agreed quality immediately, the supplier agrees, by accepting the order, that a deficiency report will be accepted, even without adherence to a deadline for complaints; this also applies with regard to hidden defects. Reductions of the deadlines foreseen by law for guarantee claims will not be accepted by us. Claims to replacement or reduction and damages remain, in any case, under reverse. We also reserve the right to retain payment fully or partially until, in case that we demand substitution, the supplier has fulfilled his obligation to deliver substitute goods in perfect condition or until the situation with regard to replacement, reduction and payment of damages has been bindingly settled. Our defects and compensation claims shall become statute-barred after a period of 60 months from the date of delivered products or after the acceptance of the services and contract services.

8. Packaging, transport, insurance
Loss of and damage to goods caused by inadequate packaging or method of transportation are for the account of the supplier. Defects because of transportation are only the responsibility of the supplier, if he is responsible for transport (according Incoterms).
Dangerous goods are to be packed and labelled in accordance with valid law, and the relevant Material Safety Data Sheets are to be sent with the goods. The classification of dangerous goods or if applicable the comment “no dangerous goods” has to be stated on the delivery papers. Passing of risk is according to valid Incoterm rules.

9. Despatch conditions
Each delivery is to be accompanied by a delivery note, showing our order number and references, a description of the goods, the net and gross weights and the exact number of units. Acceptance might be refused if these details are missing. Partial and balance deliveries are to be described as such. In delivery notes, bills of lading and accompanying documents, at least our order number must be shown.
Any costs arising through violation of these conditions are for the account of the supplier.

10. Protection of legal rights
The supplier is responsible for ensuring that goods which he supplies do not violate any commercial protection rights and other legal conditions and that, by using the goods or on-selling them to third parties, no claims can be made against us. In the case of any claims from third parties, the supplier will assume full responsibility for any damages which have to be paid and will support or represent us in negotiations and legal disputes.

11. Documents/drawings
All documents placed at the disposal of the supplier such as drawings, supply testing and manufacturing regulations, samples and tools are part of our order and bind the supplier on his acceptance of the order. These documents etc. are our property and may not be copied nor made known to third parties without our written permission. They are to be returned to us in undamaged condition at our first request or on delivery of the goods.

12. Sub-contracting
The sub-contracting or passing on of our orders to third parties is forbidden unless agreed by us in writing. Any violation of this condition gives us the right to withdraw from the contract without notice or to refuse, without cost, partially or totally, deliveries from the supplier. Our claims for damages remain under reserve.

13. Declaration duty
Change of suppliers, relocation, as well as Changes on product or manufacturing process have to be declared in advance at a timely manner.

14. Cession of claims, offsetting
The cession of existing claims against us and offsetting against our claims by the supplier are excluded unless expressly agreed by us.

15. General conditions of purchase
Our general conditions of purchase are valid for all purchase and manufacturing contracts which are concluded with the supplier without the need for them to be mentioned in each individual legal contract. Further valid are the prescriptions of compelling and dispositive, exclusively Thai law. These conditions of purchase have priority over possible sales conditions of the supplier.

16. QM-Systems
The indemnification of the qualitative fulfilment of its products is in the responsibility of the supplier. For this purpose he has to show and keep an appropriate QM-System according to current version of DIN EN ISO 9001. The requirements of the current version of the norms DIN EN ISO 14001 and IATF 16949 have to be implemented as a part of continuous improvement.

17. EU REACH Regulation
The supplier shall ensure that all the substances used which are covered by the EU REACH chemicals regulation comply with this regulation and are registered and approved by us for the type of use intended by this contract. This shall also apply to suppliers located outside the EU. At our request the supplier shall provide suitable evidence to show compliance with this obligation

18. Place of jurisdiction
If any dispute arises out of or in connection with this contract, including any question regarding its existence, validity or termination (“Dispute”), the parties agree first to try in good faith to settle the Dispute by mediation.
The mediation shall be conducted by an attorney-at-law of a reputable law firm, with its principal office in Singapore, or such other person as the parties may mutually agree. The venue of the mediation will be Singapore and the language of the mediation English. Either party may commence the mediation process by providing the other party as well as the mediator with a written notice, setting forth the subject of the Dispute and the relief requested.
If the parties are unable to resolve the Dispute within 45 calendar days of the delivery of the written notice for mediation, then the Dispute shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre (“SIAC”) in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (“SIAC Rules”) for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Singapore. The Tribunal shall consist of 1 arbitrator. The language of the arbitration shall be English.