1. Scope
a. These Conditions of Purchase (hereinafter: "COP") apply to all business relationships between the Contractual Partner (hereinafter: "Contractual Partner") and our suppliers (hereinafter: "Contractual Partners").
b. These COP shall apply also to all future deliveries and services by our Contractual Partners even if no express agreement is made about their validity.
c. Our COP shall apply exclusively. We do not accept conflicting, deviating or supplementing general terms and conditions, unless these terms and conditions are expressly written in our COP and apply even if we accept without reservations the services of our Contractual Partners being aware that the terms and conditions of our Contractual Partners conflict with or deviate from our COP.
d. Our COP shall apply regardless of the legal status of the contracts concluded with the Contractual Partner.
e. Our COP shall apply also to all companies affiliated with us.

2. Orders, quotations, cancellation and alterations of contract
a. Cost estimates and quotations submitted by our Contractual Partners shall be free of charge to us.
b. Orders, quotations and order acknowledgements/confirmations and all issues to be clarified on the fulfillment of the contract conclusion shall require written form. This shall also apply to any alteration made subsequently.
c. Transmission by fax or e-mail shall satisfy the written form requirement provided for in this contract, provided that receipt can be proved. Fax journals or acknowledgement of receipt of an e-mail shall be sufficient proof of receipt. Automatic orders shall be valid without signature.
d. The Contractual Partner shall conclude the order using a copy of our order.
e. If the Contractual Partner wishes to make alterations to the order or its original order, then it must expressly specify them in writing on a copy of our order or on the preceding quotation. Any contract with these changed provisions shall be concluded only upon our express declaration of acceptance, but not by any call for delivery.

3. Foreign trade legislation and restrictions on export
a. We deliver our products both to domestic and foreign destinations.
b. Our Contractual Partners must therefore tell us already in their quotation or at the latest upon conclusion of the contract that delivery of goods is possible for export. If the Contractual Partner agrees in an export transaction, then we are not at the risk.
c. If an export licence is required, the following information must be provided to us upon request:
   (1) The relevant list item number under German export legislation
   (2) Specification of a possible registration of its product under US-CCL and the appropriate list item number
   (3) Information whether the goods ordered require an export licence under the valid EC dual-use regulation; the appropriate list item number
   (4) Commodities code
   (5) Country of origin of the goods
d. Our Contractual Partner shall withdraw forthwith if part or all of a delivery is subject to export restrictions under German or other law.
e. We reserve the right to rescind the contract if we are not granted any necessary export licence.
    In such instances, we shall be compensated for all services provided by us until the date of rescission. In such a case, the Contractual Partner cannot plead loss of enrichment or the loss of the services.

4. Prices (general)
a. The prices agreed shall bind for the relevant order.
b. The prices agreed shall comprise all incidental costs such as customs duty, levies, costs incurred for import, packaging and transport up to the delivery address or place of use specified by us and for the method of payment agreed etc.
c. The prices agreed shall comprise anything that is additionally necessary on the part of the Contractual Partner for the proper delivery of goods to us, including any necessary customs clearance, calculations, certificates, drawings etc. in the language or languages required by us and without any delay.
d. Moreover, the prices agreed shall comprise the cost of hire systems and non-returnable and returnable drums.
e. The prices are a rule based on DDP place of performance in accordance with the valid INCOTERMS.
f. The delivery volume’s turnover tax is included in the price.
g. We shall have to pay for any additional services only if we have ordered them in writing from the Contractual Partner prior to the work.
h. If there is a genuine reduction of the prices agreed is price is agreed, we will only pay the cheapest freight charges. The agreement on the place of performance shall not be affected by the kind of pricing.
i. Price increases after conclusion of the contract shall be invalid. Formal letters regarding price increases will as a rule not be accepted. The same applies also to any price lists sent to us. Price increases shall require our written consent. If the Contractual Partner reduces its prices before the day of delivery or service due to a change between conclusion of the contract and day of delivery shall be deemed to have been agreed.
j. If the Contractual Partner has taken over erection, assembly and/or commissioning, then it shall pay all necessary incidental costs such as travel expenses, over-time allowances etc. and also the cost of provision, storage and maintenance of the tools, devices and assembly equipment.

5. Payments, delivery and performance obligations
a. Dates of and deadlines for delivery and performance agreed upon (hereinafter: "Dates" and "deadlines") shall be binding. The date of acceptance for delivery shall be the date of receipt of the shipment or other service (hereinafter: "Service") by us.
b. Any delay shall entitle us to rescind the contract if for an order the provision of part of the delivery becomes impossible and if we have a justified interest to reject the partial delivery.
c. If a delivery is made earlier than agreed, we shall be entitled to return the delivery at the Contractual Partner’s expense. If we do not return the early delivery, we shall store the goods until the expiry of the agreed delivery date. As of the agreed delivery date, we reserve the right to make payment only on the agreed due date.
d. We shall accept KTG drums or other hired drum systems owned by the Contractual Partner only if they have clearly been labelled as such by the Contractual Partner.

6. Force majeure
a. Force majeure, industrial action, disruption of operations through no fault of the Contractual Partner, unrest, measures by the authorities and other unavoidable events shall release the Contractual Partner of its obligation to perform for the duration of such disruption and to the extent to which it affects the performance.
b. In the case of delay or disruption, we shall be entitled to claim damages instead of performance or to have the delivery or service provided by a third party at the Contractual Partner’s expense upon expiry of a reasonable period of grace set by us. This period of grace may not exceed three weeks. Where the performance cannot be executed in a reasonable period of time, we shall be entitled to rescind the contract.

7. Damages
a. We claim damages according to law. If we are not at fault or the fault is only slightly at our own expense.

8. Acceptance and rejection
a. We will only accept deliveries if delivery notes and shipping documents are complete and in accordance with the contract.
b. Delivery notes, order confirmations, packing slips, certificates, declarations of conformity, etc. shall be submitted to us in the language required, e.g. approvals, test certificates, declarations of conformity, technical data, approvals, test certificates, declarations of conformity, etc. etc. within a reasonable period of time. To be reasonable, the period of grace must not be less than two weeks.

9. Warranty
a. Where a Contractual Partner releases drums from hire systems, all markings that indicate a hire system shall be removed from the drums permanently and the drums shall be identified as non-returnable drums by the Contractual Partner.

10. In the case of expiry of the period of grace, we shall be entitled to rescind the contract.

11. Electronic delivery
a. Delivery notes and shipping documents are complete and in accordance with the contract.

12. Delivery and performance obligations
a. Delivery and performance obligations shall be deemed to have been fulfilled in time if they are performed at least one working day before the due date.
b. If the Contractual Partner fails to perform a delivery or service agreed, we shall be entitled to demand a reimbursement of not less than 4% of the value invoiced, unless a 100% reimbursement has been agreed between the parties.

13. Notes on overhead
a. We will invoice the Service as per the agreed description in accordance with the agreed contract terms.

14. Acceptance
a. Our acceptance shall be deemed to have taken place in writing on the date of receipt of the delivery and the Service.

15. Invoices
a. Invoices shall be issued in accordance with the valid regulations and shall be delivered in the form specified in the delivery note.

16. Goods and services
a. Goods and services are subject to the terms and conditions of sale agreed.

17. Payment terms
a. Payment terms are agreed in the individual contract.

18. Claims
a. Claims shall be time barred if we did not give you notice of non-performance of the contract within one month of becoming aware of the defect.

19. Disputes
a. Disputes shall be settled in accordance with the law of the Federal Republic of Germany.

20. General
a. These Conditions of Purchase are subject to the law of the Federal Republic of Germany.

21. Additional terms and conditions
a. Any additional terms and conditions of purchase held out shall be without effect.
freight delivery or parcels, the goods must be accompanied by a delivery note in a closed envelope.

c. We will be entitled to refuse acceptance of shipments if we have not received proper shipping documents on the day of receipt, in particular if our order designation or article numbers are not or incompletely specified, without us getting into default of acceptance or receipt by this. The goods will be stored at the Contractor's risk and expense until proper shipping documents are received.

d. If deliveries are not made within the timeframe agreed by day and hour, a violation of the client's obligations will be accepted as a default of delivery. The Contractor shall be liable for all damage, costs, claims, etc. that are incurred due to non-compliance with these provisions.

e. We reserve the right to refuse or partly refuse deliveries if the quality of the goods or the other delivery and measurement data are at odds with the quality of the goods delivered and not that the Contractor's partner's terms of delivery and payment are to be held in accordance with the contract.

f. In the case of over-delivery or the delivery of wrong products, we have the option to return or refuse the delivery at the Contractor's risk and expense.

g. In addition, we reserve the right to refuse acceptance of shipments if we have not received proper shipping documents on the day of receipt, in particular if our order designation or article numbers are not or incompletely specified, without us getting into default of acceptance or receipt by this. The goods will be stored at the Contractor's risk and expense until proper shipping documents are received.

h. The Contractor is entitled to deliver a substitute goods within a reasonable period of grace set by us or if in the exceptional statutory case no such period needs to be set, then we shall be entitled to take ourselves or have taken the delivery of the goods at the price agreed.

12. Warranty

a. We will inform the Contractor in writing without delay about obvious defects of the delivery as soon as they are found in the course of ordinary business. Our notification shall be deemed to have been without delay at any rate if it is made within five working days after receipt of the delivery or service by us. We will inform you of defects detected later that are not obvious within five working days after notification.

b. If a delivery is made to a third party directly by the Contractor, then the inspection period shall start on the day the goods are available to us. Any delay in delivery or any other defects within the five working days mentioned above, then the period for notification of the Contractor shall be deemed to have been satisfied if the notification is passed on to the Contractor without delay.

c. The Contractor shall remedy defects in the delivery or service including the non-compliance of the quality assurance agreements, delivery instructions, packaging instructions and acceptance criteria within 4 weeks, then they shall upon request carry out, at our expense, the necessary measures and at test costs.

d. If the Contractor fails to remedy any such defects, then we shall be entitled to demand repair to the goods or to require the goods to be replaced. The period of grace shall be reduced by the sum of the time necessary for the Contractor to have the goods subjected to the necessary tests and the time for the Contractor to carry out the repair or replacement.

e. Claims for damages are expressly reserved. This shall also apply to claims for damages due to performance of the warranty obligations of the Contractor.

f. Where in isolated cases deviations from these provisions (clause 11. a. – d.) are necessary, the Contractor shall bear any costs incurred in this context.

g. The rights of rescission or diminution in case the warranty claim is not acknowledged by the Contractor shall remain unaffected. We will inform you of your rights in this context in writing without delay.

h. If the Contractor fails to fulfil its warranty obligations, then we shall be entitled to demand remedy in accordance with clause 14. Manufacturer's liability and recall from the Contractor. If the Contractor fails to remedy the defects in a reasonable period, then we shall be entitled to demand repair or replacement of the goods from the Contractor. If the Contractor fails to remedy the defects in a reasonable period, then we shall be entitled to demand rescission of the contract or a reduction of the price.

i. In the case of a defect that impairs the use of the goods, we shall be entitled to demand repair or replacement of the goods. If the repair or replacement is not possible, then we shall be entitled to demand rescission of the contract or a reduction of the price.

j. In the event of repeated deliveries of faulty goods we shall be entitled to rescind the contract after a written warning and following another faulty delivery, also if parts of the order not yet completed.

k. If any data sheets or technical specifications otherwise contain mistakes or insufficient information, then the Contractor shall be liable to point these out to us in writing forthwith prior to the delivery of the goods unless the delivery is in accordance with the statutory regulations.

l. The Contractor shall be responsible for any fault by its sub-Contractor or by its vicarious agents or suppliers.

m. The Contractor shall indemnify us against any and all claims raised by any third party.

n. The Contractor shall indemnify us against any and all claims that it has against its suppliers due to the delivery of defective goods.

o. The Contractor shall indemnify us against any and all costs that we must bear due to the delivery of defective goods.

13. Liability

a. The Contractor shall be liable to us for all damage that occurs due to the defectsiveness of the delivery or service or due to a breach of contractual duties of care, custody and supervision (scope of delivery, correct function and, achievement of the agreed quality). The Contractor's partner's terms of delivery and payment are to be held in accordance with the contract.

b. This warranty claim shall be subject to the warranty regulations as laid out in the warranty regulations of the European Community (EC) 1999/92 and (EC) 2008/96 (for consumer goods) and is valid for a period of not less than 10 years.

c. In the case of a defect that impairs the use of the goods, we shall be entitled to demand repair or replacement of the goods. If the repair or replacement is not possible, then we shall be entitled to demand rescission of the contract or a reduction of the price.

d. This warranty claim shall be subject to the warranty regulations as laid out in the warranty regulations of the European Community (EC) 1999/92 and (EC) 2008/96 (for consumer goods) and is valid for a period of not less than 10 years.

14. Manufacturer's liability and recall

a. If in so far as the Contractor is responsible for product damage, non-compliance of legal duties to maintain safety or a defect, it shall be obligated to indemnify us from claims for
Conditions of purchase

20. Licences for deliveries and services

b. Software shall be handed over to us on usual commercial data carriers in a machine-readable form.

e. We are exempted from the obligation to deduct taxes in accordance with section 48 b, para 1, of the German Commercial Code.

d. The Contractual Partner shall free of charge and without delay provide evidence-of-origin including the annexes.

18. Origin of goods and proofs under fiscal law

d. Where weighing is necessary, the weight determined by us on the certified scales.

19. Rights to use software

d. The Contractual Partner is subject to third-party industrial property rights.

23. Terms of payment and payment

d. If our Contractual Partner has provided to us a directly enforceable guarantee by a big German bank, the time at which our payment period shall start to run (hereinafter: “Start of Period”).

e. Invoices shall be sent to us separately after provision of the delivery or service together with all relevant documents.

22. Requirements regarding invoices issued by our Contractual Partners

b. Our order designations shall be used in the invoice and our order and article numbers shall be contained.

c. The Contractual Partner’s VAT identification number or the tax number assigned to the Contractual Partner by the competent tax office shall be stated.

d. Invoices shall be issued in euros and the amounts stated in the invoice as regards prices and calculations.

17. Advice note, shipping and transport insurance

a. The Contract works shall be performed to the extent of the after the delivery and condition noted in the advice note.

b. The Client Parts must only be used as contractually agreed between us and our Contractual Partner.

j. Withdrawals from and stocks of the Client Parts shall be reported to us in detail continuously, at least on a monthly basis.

b. If our Contractual Partner provides the services owed by it before the agreed date, then the payment term shall not start before the contractually agreed date.

21. Industrial property rights, laws, regulations, conditions imposed by the authorities

a. The Contractual Partner undertakes to take care and maintain in good working order and condition all industrial property rights.

b. The Client Parts are inseparably mixed with other goods not owned by us, then we shall gain ownership of the object produced.

16. In-production inspections

b. If and to the extent the cause of the damage is within the Contractual Partner’s sphere of responsibility, we shall be entitled to conclude any agreement with the third party, in particular no settlement, without the consent of our Contractual Partner.

c. The Contractual Partner in indemnity we shall refer to any and all expenses we necessarily incur due to the claim by a third party.

We are entitled to receive the entire range of the Contractual Partner’s expense, authorization from the holder of an industrial property right to deliver, set in operation or use the objects delivered.

g. The above claims shall become statute-barred not before the expiry of two months after the time for filing the claim has expired.

b. If our Contractual Partner is in violation of industrial property right.

This suspension shall end at the latest five years after the time at which our Contractual Partner has provided the delivery or service.

21. Industrial property rights, laws, regulations, conditions imposed by the authorities

a. The Contractual Partner shall as a rule process the order itself.

b. If our order is made for the partnership of the supplier or the manufacturer as far as necessary for the protection of our legitimate interests.

We shall be entitled at any time to inspect the warehouse and the stocks or have them inspected by our representatives.

Withdrawals from and stocks of the Client Parts shall be reported to us in detail continuously, at the latest at the end of any month.

26. Work carried out on our plants, occupational safety

a. Persons carrying out contractual work on our premises shall comply with the provisions of the relevant protective and regulations including the rules of the trade association. The rules applying to entry and exit from our plants shall be observed.

We cannot be held liable for accidents occurring within our domain, unless such accidents are caused by grossly negligent or willful breach of the duties of our legal representatives or vicarious agents.

b. Our Contractual Partner shall not be entitled to plead loss of earnings. We shall set off against our reimbursement claim losses in favour of the Contractual Partner that have occurred in the same settlement. The time limit shall not apply to our claims from tort.

If the contract should become invalid or be cancelled or reversed for whatever reason, then any payment due to be paid is to be repaid within three months of the day the contract is annulled or reduced, without prejudice to other claims.

Foreign Contractual Partners shall repay in euros the amount we have paid plus the interest specified above in euros, regardless of any exchange rate changes that may have occurred in the meantime.

In the event of defective delivery or service we shall be entitled to withhold payments to a reasonable extent until proper performance.

24. No liability

b. Our Contractual Partner shall also be obligated to refund any expenses in accordance with sections 383, 830, 840, 426, BGB, that result from or in connection with a recall campaign carried out by us.

To the extent this is possible and reasonable, we will inform the Contractual Partner about the content and extent of the recall campaign to be carried out and give it an opportunity to make a statement. Other statutory rights shall not be affected.

f. If we in so far as the delivery or service has been caused by a defect in the delivery or service is at our disposal, it shall also be obliged to bear the cost of any litigation or recall campaign.

b. Our Contractual Partner shall be entitled to make a statement. Other statutory rights shall not be affected.

15. Liability insurance

b. Further claims for damages to which we are entitled shall not be affected.

f. If and in so far as the Contractual Partner is liable to pay compensation to us, it shall also be

14. Origin of goods and proofs under fiscal law

b. Origin of goods and proofs under fiscal law have to be produced free of charge.

d. Where the delivery is subject to inspection, it is sufficient for us to investigate the source code in a form in which we can read and use it if the user software has been developed especially for us.

c. The Contractual Partner shall keep safe for us our sole property or co-property.

13. Rights to use software

b. The rights granted to us include the right to reproduce, change or extend the software and to grant simple rights of use to third parties, unless any restriction results from the paragraphs below.

b. Where a contract or agreement includes software and/or consulting services, the Contractual Partner shall without delay agree with us on a performance specification in which the deliveries and/or services to be provided by the Contractual Partner shall be specified in detail.

b. If the Client Parts are inseparably mixed with other goods not owned by us, then we shall be entitled to conclude any agreement with the third party.

b. Our Contractual Partner has provided us a directly enforceable guarantee by a big German bank.

b. We can be held liable for accidents occurring within our domain, unless such accidents are caused by grossly negligent or willful breach of the duties of our legal representatives or vicarious agents.

22. Requirements regarding invoices issued by our Contractual Partners

b. If our Contractual Partner is in violation of industrial property right.

We shall be entitled to conclude any agreement with the third party, in particular no settlement, without the consent of our Contractual Partner.

We shall be entitled to receive the entire range of the Contractual Partner’s expense, authorization from the holder of an industrial property right to deliver, set in operation or use the objects delivered.

7. Bills of lading, invoices, delivery notes

b. The Client Parts may only be used as contractually agreed between us and our Contractual Partner.

b. For these Claim Parts, the Contractual Partner shall assume the risks of accidental or other loss, deterioration or damage to our property. Scrap or excess consumption due to operations belongs to the Contractual Partner.

b. Our Contractual Partner shall notify us and the third party forthwith of any complaints.

b. Processing and alteration of the Claim Parts shall be made on our behalf with the consequence that we gain ownership of the product.

b. If the Claim Parts are inseparably mixed with other goods not owned by us, then we shall be entitled to conclude any agreement with the third party.

b. If the products are inseparably mixed with other goods not owned by us, then we shall be entitled to conclude any agreement with the third party.

b. If the products are inseparably mixed with other goods not owned by us, then we shall be entitled to conclude any agreement with the third party.

b. If the Contractual Partner has provided to us an directly enforceable guarantee by a big German bank.

b. Invoices shall be issued in euros. Invoices in foreign currency shall require our prior consent.

b. Our order designations shall be used in the invoice and our order and article numbers shall be contained.

b. If our Contractual Partner is provided to us a directly enforceable guarantee by a big German bank.

b. Our Contractual Partner has provided to us a directly enforceable guarantee by a big German bank.

b. Invoices shall be sent to us separately after provision of the delivery or service together with all relevant documents.

b. Invoices shall be issued in euros. Invoices in foreign currency shall require our prior consent.

b. Our order designations shall be used in the invoice and our order and article numbers shall be contained.

b. If our Contractual Partner is provided to us a directly enforceable guarantee by a big German bank.

b. Invoices shall be sent to us separately after provision of the delivery or service together with all relevant documents.

b. Invoices shall be issued in euros. Invoices in foreign currency shall require our prior consent.

b. Our order designations shall be used in the invoice and our order and article numbers shall be contained.

b. If our Contractual Partner is provided to us a directly enforceable guarantee by a big German bank.

b. Invoices shall be sent to us separately after provision of the delivery or service together with all relevant documents.
28. Models, tools, moulds, devices, drawings and documents

a. We reserve ownership of any and all tools, models, drawings, devices, samples, work consents, software, measuring equipment, instructions and similar documents or means of production (hereinafter: “Tools”) that we provide to the Contractual Partner.

b. If tools, devices or measuring equipment are produced by the Contractual Partner in whole or in part for our account, then such production shall be effected on our behalf with the consequence that we gain the sole ownership of the product. Handing-over shall be replaced by the fact that the Contractual Partner and keep safe the products for the duration of the relevant order free of charge as hired products. This shall also apply if we pay just a proportion of the production costs or amortisation of the production costs via delivery rates has been agreed.

c. The Contractual Partner undertakes to use the Tools manufactured at our expense or provided to it by us exclusively for the production of the goods ordered by us.

d. All Tools to the Tools must only be made with our prior written consent. This shall also apply to any destruction and/or disposal.

e. The Contractual Partner undertakes to ensure at its expense the Tools at their replacement value against fire, water damage, theft and other customary risks. At the same time, the Contractual Partner already now assigns to us and all and claims for compensation under the insurance policy and we hereby accept this assignment.

f. The Contractual Partner undertakes to carry out in time at its expense any necessary maintenance, inspection and repair work on the Tools. The Contractual Partner shall forthwith inform us of any disturbance. If it fails to do so, claims for damages shall not be affected.

g. The Contractual Partner undertakes to keep strictly secret any and all images, drawings, calculations and other documents and information received or produced on our instructions. They must be disclosed to third parties only with our prior written consent. The obligation of secrecy shall apply even after completion of this contract. It shall expire if and in so far as the production, know how contained in the images, drawings, calculations and other documents and information produced on our instructions has become generally known.

h. If the Contractual Partner violates any of the provisions of this clause 28, then it shall pay a compensation of at least 10% of the order value but not less than €5,000. Claims for damages shall not be affected.

i. All Tools belonging to us shall be returned to us in a usable condition forthwith upon termination of the contract at the Contractual Partner's expense and risk. The Contractual Partner shall not have a right of retention with regard to the Tools.

29. Assignment of claims and reservation of title

a. Claims must only be assigned with our prior written consent.

b. If the Contractual Partner has effectively reserved ownership of the goods delivered, then ownership of the goods delivered shall pass to us at the time we have paid for them.

c. The extensions of the extended reservation of proprietary rights and of the so-called current reservation shall also apply for the benefit of such third parties.

d. The Contractual Partner shall carry out a due warning of our exclusive property rights.

e. Any and all objects provided on loan shall be returned to us forthwith and completely or destroyed with proof of destruction. We reserve all rights to such information (including any copies or records made) and any and all objects or documents provided on our instructions and any and all objects provided on loan shall be returned to us forthwith and completely or destroyed with proof of destruction. We reserve all rights to such information (including copyrights and the right to apply for industrial property rights such as patents, utility patents and other know-how) while and in so far as they are not proven to be known by the general public.

30. Secrecy and data protection

a. The Contractual Partner undertakes to keep secret from and sufficiently protect against access by third parties any and all business and company secrets and any and all commercial and technical documents, software, measuring equipment, instructions and similar documents or means of production (hereinafter: “Tools”) that we provide to the Contractual Partner.

b. Should any of the provisions of this COP or of the contract be invalid with regard to mandatory law, then this shall not affect the validity of the other provisions of the COP.

31. Restrainment on publicity

a. The Contractual Partner shall treat as confidential the negotiations about this contract, the contract terms contained in our offer and any and all commercial or technical details associated therewith.

b. Disclosure to third parties is permitted only with our express consent in writing. This shall apply also to advertising messages that in any form hint to the business relationship with us.

c. Any statutory obligations to inform shall be exempted from this secrecy obligation.

32. Right of withdrawal

a. We shall be entitled to withdraw from the contract if the Contractual Partner files for bankruptcy, if insolvency proceedings are instituted or rejected for insufficiency of assets or if extrajudicial concordat or other proceedings are filed for if the Contractual Partner suspends its payments, even if temporarily.

b. We shall be entitled to withdraw from the contract if industrial action, disruption of operations, accidents, unrest, war, intervention by the authorities, similar events or force majeure make it impossible to use the goods ordered, make it difficult to use them with regard to commercial aspects or result in a considerable reduction of our demand. Prior to withdrawing from the contract, we shall be entitled to demand postponement of the delivery date by a period of up to 12 months.

33. Place of performance, place of jurisdiction, choice-of-law clause

a. Unless otherwise agreed in writing, our registered office at 71282 Hemmingen shall be the exclusive place of performance for both parties hereto. If a different place of receipt or use is specified in our order, then that place shall be the place of performance.

b. The place of performance for payments shall be our registered office at Hemmingen/Wümmingen. With regard to payments by our affiliated companies, their registered office shall as a rule be the place of performance.

c. We shall be entitled to sue our Contractual Partner before any other admissible court of jurisdiction.

d. The place of jurisdiction for legal transactions by our affiliated companies shall as a rule be their registered office. The provision in clause 33 c shall apply by analogy.


f. The contract language is German.

34. Severability clause

a. Should any of the provisions of this COP or the other agreements made be or become invalid, then this shall not affect the validity of the other provisions of the COP. The parties hereto shall replace such an invalid provision by a valid provision coming as close as possible to the commercial effect of the invalid provision. The same shall apply to any gaps in the COP.

b. Should any of the provisions of this COP or of the contract be invalid with regard to mandatory foreign law, then the Contractual Partner shall on request agree with us such supplements to the contract and make such statements towards third parties or the authorities that are necessary to guarantee the validity of the provisions affected and, where this is not possible, to preserve the commercial effect even under the foreign law.

35. Code of conduct

The principals of the code of conduct of the HELUKABEL Group or similar principals of business partners should be followed by strictly considering these points:

(1) Principles of social responsibility
(2) Working environment
(3) Human rights
(4) Forced labour and child labour
(5) Corruption
(6) Environment and energy
(7) Supply chain
(8) Confidentiality

36. Energy management acc. to ISO 50001

We have introduced an energy management system certified in accordance with ISO 50001. Our constant goal is the continuous improvement of energy efficiency of the Helukabel group. When encouraging energy services, products and equipment which have or could have an impact on the relevant energy usage, then the evaluation of the procurement can partly be based on the energy related performance.