

General Terms and Conditions

of OLPE Jena GmbH



Part A - General Provisions

Section 1 Scope of Application

1. These General Terms and Conditions shall apply to all present and future business relationships of OLPE Jena GmbH with entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB), legal entities under public law and special funds under public law.
2. Depending on the contractual role of OLPE Jena GmbH, these General Terms and Conditions shall additionally apply
 - a) to sales and other deliveries or services provided by OLPE Jena GmbH in accordance with Part B, and
 - b) to purchases, orders and engagements by OLPE Jena GmbH in accordance with Part C.
3. Any conflicting, deviating or supplementary general terms and conditions of the contractual partner shall not become part of the contract unless their applicability has been expressly agreed in text form.
4. Individual agreements shall take precedence over these General Terms and Conditions.
5. Legally relevant declarations and notices should be made at least in text form unless a stricter form is required by law.

Section 2 Conclusion of Contract and Contract Documents

1. Offers made by OLPE Jena GmbH are subject to change and non-binding unless expressly designated as binding.
2. The content of the contract shall be determined by the individual contractual agreements, the order confirmation, the order, or the contract documented in writing or in text form, including these General Terms and Conditions.
3. Illustrations, drawings, dimensions, weights, performance data and other technical specifications shall only be binding if expressly agreed as binding.
4. We reserve title, copyright and other proprietary rights to cost estimates, drawings, samples, models, documents and other information. They may only be made accessible to third parties with prior consent.

Section 3 Force Majeure

1. Neither party shall be liable for delays in performance or impossibility of performance to the extent caused by force majeure or other events that were unforeseeable at the time of conclusion of the contract and are not attributable to the respective party.
2. The affected party shall inform the other party without undue delay of the beginning, expected duration and end of the impediment.
3. If the impediment persists for longer than a reasonable period, both parties may terminate the affected part of the contract in whole or in part or withdraw from the contract to the extent that continuation of the contract cannot reasonably be expected.

Section 4 Confidentiality

1. All non-public commercial, technical and organisational information received by one party from the other party shall be treated as confidential.

2. The confidentiality obligation shall not apply to information which was already lawfully known to the receiving party, becomes publicly known without breach of this obligation, is lawfully obtained from a third party, or must be disclosed due to a statutory obligation or an official or court order.
3. The confidentiality obligation shall continue to apply after termination of the contractual relationship.

Section 5 Intellectual Property Rights

1. Each party warrants that its deliveries, services or documents do not infringe any third-party rights.
2. To the extent that one party is held liable by third parties due to an infringement of intellectual property rights for which the other party is responsible, the responsible party shall indemnify the other party against justified claims to the extent provided by law.

Section 6 Governing Law, Place of Performance, Place of Jurisdiction

1. The law of the Federal Republic of Germany shall apply, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).
2. Unless otherwise agreed, the place of performance shall be the registered office of OLPE Jena GmbH.
3. If the contractual partner is a merchant, a legal entity under public law or a special fund under public law, or if it has no general place of jurisdiction in Germany, the exclusive place of jurisdiction for all disputes arising out of or in connection with the contractual relationship shall be Jena. However, OLPE Jena GmbH shall also be entitled to sue the contractual partner at its general place of jurisdiction.
4. Should individual provisions of these General Terms and Conditions be or become wholly or partially invalid, the validity of the remaining provisions shall remain unaffected. The statutory provisions shall apply in place of the invalid provision.

Part B - Special Terms for Sales and Other Services of OLPE Jena GmbH

Section 7 Offers, Prices, Terms of Payment

1. Unless otherwise agreed, our prices shall apply ex works or ex warehouse, plus packaging, shipping, insurance, customs duties, levies and statutory value added tax.
2. Unless otherwise agreed, invoices shall be due for payment within 14 days from the invoice date without deduction.
3. In the event of default in payment, the statutory provisions shall apply.
4. The contractual partner shall only be entitled to set-off with counterclaims that are undisputed, finally adjudicated, or ready for decision. The contractual partner may only assert a right of retention on the basis of the same contractual relationship.

Section 8 Price Adjustments

1. A change in the agreed prices after conclusion of the contract shall only be permissible if more than four months lie between the conclusion of the contract and the agreed delivery or performance date and if material cost factors that were unforeseeable at the

time of conclusion of the contract change thereafter, in particular material, energy, labour, transport or procurement costs.

2. A price adjustment shall only be permissible to the extent that the change in the cost factors actually affects the agreed prices. Cost increases and cost reductions shall be taken into account according to the same standards. A price increase must not lead to an increase in profit.
3. Price changes shall be explained to the contractual partner in a comprehensible manner upon request. If a price increase exceeds 10% of the originally agreed net price, the contractual partner shall be entitled to withdraw from the contract within 14 days after notification of the price increase.
4. In the case of continuing obligations and framework agreements, any price adjustment mechanisms agreed individually shall remain unaffected. For deliveries or services within four months after conclusion of the contract, price increases shall only apply to the extent permitted by law.

Section 9 Delivery Period, Partial Deliveries, Default of Acceptance

1. Delivery dates and delivery periods shall only be binding if expressly confirmed as binding.
2. Compliance with delivery periods requires that all technical, commercial and organisational issues have been clarified in due time and that the contractual partner has fulfilled its duties to cooperate and its payment obligations.
3. Partial deliveries shall be permissible to the extent reasonable for the contractual partner.
4. If the contractual partner is in default of acceptance or breaches duties to cooperate, we shall be entitled to claim damages incurred by us as a result, including additional expenses, in accordance with the statutory provisions.

Section 10 Transfer of Risk, Shipment

1. Unless otherwise agreed, the risk shall pass to the contractual partner upon handover to the freight forwarder, carrier or other person designated to carry out the shipment.
2. If shipment or acceptance is delayed for reasons attributable to the contractual partner, the risk shall pass to the contractual partner upon notification of readiness for shipment.

Section 11 Retention of Title

1. We retain title to the delivered goods until full payment of all current claims arising from the ongoing business relationship has been received.
2. The contractual partner shall be entitled to resell the goods subject to retention of title in the ordinary course of business. The contractual partner hereby assigns to us, and we hereby accept, the claims arising from such resale in the amount of the invoice value of the goods subject to retention of title.
3. The contractual partner shall remain revocably authorised to collect such claims as long as it duly fulfils its payment obligations.
4. In the event of conduct in breach of contract, in particular default in payment, we shall be entitled, subject to the statutory requirements, to withdraw from the contract and demand return of the goods subject to retention of title.

5. If the realisable value of the securities exceeds our claims by more than ten percent, we shall, upon request, release securities of our choice.

Section 12 Warranty Rights for Defects

1. The statutory provisions shall apply to defects unless otherwise provided below.
2. If the contractual partner is a merchant, it shall inspect the goods without undue delay and notify us of any apparent defects without undue delay; otherwise, Section 377 of the German Commercial Code (HGB) shall apply.
3. In the event of justified notices of defects, we shall, at our discretion, provide subsequent performance by remedying the defect or making a replacement delivery.
4. If subsequent performance fails or is unreasonable, the contractual partner may, in accordance with the statutory provisions, reduce the purchase price, withdraw from the contract and, where applicable, claim damages.
5. The limitation period for claims based on defects shall be governed by the statutory provisions unless otherwise validly agreed in an individual contract.
6. Any exclusion or limitation of liability for defects fraudulently concealed or for guarantees assumed is excluded.

Section 13 Liability

1. We shall be liable without limitation in cases of intent and gross negligence, for injury to life, body or health, under the German Product Liability Act, and to the extent that we have assumed a guarantee.
2. In cases of ordinary negligence, we shall only be liable for breach of essential contractual obligations; in such case, liability shall be limited to the foreseeable damage typical for the contract.
3. Essential contractual obligations are those obligations whose fulfilment is necessary for the proper performance of the contract in the first place and on whose compliance the contractual partner may regularly rely.
4. In all other respects, liability for ordinary negligence shall be excluded.
5. To the extent our liability is excluded or limited, this shall also apply to the personal liability of our executive bodies, legal representatives, employees and vicarious agents.

Section 14 Software and Documents

1. Unless otherwise agreed, the contractual partner shall receive a simple, non-exclusive, non-transferable right of use to any software, documentation, drawings, data sheets and other documents supplied, to the extent required for the contractual purpose.
2. Any editing, reproduction, disclosure to third parties or making available to the public beyond the contractually intended scope shall only be permissible with our prior consent unless mandatory law provides otherwise.

Part C - Special Terms for Purchases, Orders and Engagements by OLPE Jena GmbH

Section 15 Applicability, Orders, Contract Documents

1. These purchasing conditions shall apply exclusively to all orders, engagements and purchases by OLPE Jena GmbH.
2. Orders, amendments and supplements should be made in text form.
3. The supplier shall notify us without undue delay of any recognisable inaccuracies, incompleteness or ambiguities in the order or service description.

Section 16 Prices, Invoices, Payment

1. Unless otherwise agreed, the agreed prices shall be fixed prices. Unless otherwise agreed, they include packaging, transport, insurance and all ancillary services up to the agreed delivery address or place of use.
2. Invoices must contain our order number as well as all invoice particulars required by law.
3. Unless otherwise agreed, payments shall be made net within 30 days after complete performance and receipt of a proper and verifiable invoice.
4. If payment is made within 14 days, we shall be entitled to deduct a 3% cash discount, provided this has been agreed or is customary in the relevant industry.
5. Payment, inspection and acceptance periods must not be unreasonably long.
6. The supplier may assign claims against us only with our prior consent unless mandatory law provides otherwise; monetary claims shall remain assignable to the extent permitted by law.

Section 17 Delivery, Dates, Delay

1. Agreed delivery dates and delivery periods shall be binding. The relevant date shall be receipt of the goods or complete performance at the agreed place of performance.
2. The supplier shall notify us without undue delay of any recognisable delays and state the reasons and the expected duration.
3. Partial deliveries and early deliveries shall only be permissible with our prior consent.
4. In the event of delay in delivery, we shall be entitled to the statutory rights.

Section 18 Transfer of Risk, Shipment, Documents

1. Unless otherwise agreed, delivery shall be made at the supplier's cost and risk to the receiving point or place of use designated by us.
2. The risk shall not pass to us until proper handover at the place of performance.
3. Delivery notes, shipping documents and invoices must contain our order number. Instead of flat-rate document fees, only specifically evidenced additional costs may be claimed.

Section 19 Warranty Rights for Defects

1. The supplier owes defect-free delivery or performance in accordance with the statutory provisions. In particular, the agreed quality, suitability for the contractually intended purpose and freedom from defects in title shall be decisive.

2. In the event of defects, we shall be entitled to the statutory rights without restriction. In particular, we may demand subsequent performance, reduction, withdrawal and damages in accordance with the law.
3. If the supplier is a merchant, our duty to inspect and give notice of defects shall remain limited to the extent required by law; Section 377 HGB shall remain unaffected.
4. In urgent cases or where there is a risk of disproportionate damage, we shall, after prior notification to the supplier, be entitled to remedy defects ourselves or have them remedied by third parties at the supplier's expense if the supplier does not provide remedial action without undue delay.
5. The limitation period shall be governed by the statutory provisions unless otherwise validly agreed in an individual contract.

Section 20 Product Liability, Indemnification, Insurance

1. To the extent that the supplier is responsible for a product defect, defect in quality or title, or any other breach of duty, the supplier shall indemnify us against justified third-party claims to the extent provided by law.
2. The supplier shall maintain liability insurance to an appropriate extent, insofar as the nature and scope of the delivery or service so require.

Section 21 Title to Provided Materials, Tools and Documents

1. Materials, parts, tools, models, data, drawings and other documents provided by us shall remain our property.
2. They may only be used for performance of the respective order and must be stored separately, handled with due care and protected against loss and damage to the usual extent.
3. Processing or transformation shall be carried out for us. If co-ownership arises through processing, we shall be entitled to such co-ownership in proportion to the value of our provided items to the value of the overall product.
4. After completion of the order, the items and documents shall be returned to us without request or, at our request, demonstrably destroyed unless statutory retention obligations prevent this.

Section 22 Rights of Use to Work Results

1. To the extent that individual work results, drawings, documentation, software, data, drafts or other protected subject matter are created for us within the scope of an order, we shall receive, to the extent required for the contractual purpose, an unrestricted right of use in terms of time, territory and content, transferable and, where necessary, exclusive.
2. The supplier shall ensure that no third-party rights conflict with the granting of such rights.