



Siempelkamp

Maschinenfabrik

Terms and Conditions of Purchase

1. Our orders are based exclusively on the following conditions and the amendments in the order text respectively. Any deviating or supplementing contractual terms of our suppliers have no validity unless they have been approved by us explicitly and in writing. The acceptance of goods and the payment of invoices present no acceptance of supplier conditions. To be valid, any oral agreement requires our written confirmation.
2. The agreed prices are firm and are not subject to any changes. Excess quantities are only paid after obtaining written approval. We make payment within 14 days upon complete receipt of the goods and the invoice less 3% discount or within net 90 days.
3. Packaging, transportation, securing the cargo during the transport, and unloading are included in the price.
4. The place of fulfillment shall be the delivery address specified by us.
5. You are expected to treat our technical and commercial information of which you will become privy to and which is not generally accessible, confidentially and shall not disclose such information to any third party. Documents received from us cannot be copied and have to be returned to us upon request.
6. You will provide an on-going progress control and notify us immediately of any postponed deadlines. Deliveries prior to the agreed-upon deadline and subcontracting procedures require our written approval
7. Exceeding any one deadline or several deadlines results in a contractual penalty in the amount of 0.5% of the total price of the goods for each commenced week of missed deadline, up to a maximum of 5%. The reservation of contract penalty shall be considered due time within 4 weeks from the day of the respective delay in delivery.
8. If deadlines are jeopardized due to reasons beyond our control and you do not immediately initiate the necessary measures ensuring the agreed deadlines, we have the right to cancel further deliveries partially or entirely without setting a new deadline, complete the deliveries ourselves or let them be completed by other third parties. Notwithstanding our legal claims we have the right to charge you all expenses arising therefrom. This also applies as soon as insolvency proceedings are instituted against you or when you have become insolvent.
9. You are liable for your own violations as well as those of your subcontractors
10. The withholding of suppliers and services or the setoff towards us is only admissible with regard to legally binding claims acknowledged by us.
11. Claims toward us cannot be assigned to third parties.
12. For the execution of services on our company premises the following conditions apply:
 - 12.1 The assignment of subcontracts requires our written approval
 - 12.2 Our gatekeeper has to be notified when entering and leaving our company premises. While performing work on our premises, orders given by our personnel have to be followed to maintain the safety and order of our daily operations.
 - 12.3 Prior to starting work on our premises, you are required to check the condition of the objects to be machined by you and the workplace. Prior to starting your work we are to be notified about any concerns regarding your working conditions.
 - 12.4 You are solely responsible for the personnel you use as well as their auxiliary equipment, materials, and tools. If your work requires materials that have to be specifically labeled, you need to notify us of the exact material designation, the hazard symbols, and hazard warnings. You are required by law to properly dispose of any remaining empty trusses, waste materials, and remaining surpluses.
 - 12.5 For the duration of your stay on our company premises you are required to take out an insurance policy covering any damages inflicted by you or the people and companies you contracted.
13. German law applies with the exclusion of the UNCITRAL commercial law. Place of jurisdiction is Krefeld, Germany

Delivery addresses:

Express goods: Krefeld Hbf.,
General cargo: Krefeld 2094, Siempelkampstraße 75
Wagon shipments: Krefeld, Inrath Station, with access to the factory.

Siempelkamp Maschinenfabrik GmbH

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