Sec. 1. Area of Application

1. These conditions of purchase apply to all business transactions between WIKA and the companies associated to it in the sense of Articles 15, and following, of the Companies Act, as well as to the purchases in the execution of a contract and in the estimated duration of the delay. In case of a delay in delivery, WIKA will not pat payment in respect of the goods shipped to it, or negligence on part of the supplier. In case of a delayed delivery on part of the supplier, WIKA is entitled to demand a contractual penalty of 0.5% of the net order value for each day of delay or parts thereof, however not exceeding 5% of the net order value. The delivery claim of WIKA will only be excluded when the supplier pays compensation instead of delivery on request of WIKA. The acceptance of the goods on the delivery does not constitute a waiving of claims for compensation.

5. Delivery before the delivery date stipulated is only permissible after prior written approval of WIKA.

Sec. 4. Passing of Risk, Acquisition of Ownership and Dispatch

1. The supplier bears the risk of accidental loss or accidental deterioration of the goods until their acceptance by WIKA. If the supplier is obligated to set up or install the goods on WIKA's premises, the risk will be transferred at the point of consignment of the goods are commissioned.

The goods will pass into the ownership of WIKA directly and free from encumbrances on the day of the delivery of the goods.

Sec. 5. Environmental Guidelines

1. The supplier guarantees that the relevant environmental guidelines, regulations and standards are adhered to in the manufacture, transportation, operation and recycling of the goods, included in the purchase order, or the goods supplied to WIKA. Furthermore, the supplier ensures that he will maintain a suitable environmental management system corresponding to DIN ISO 14001 Standards. If a certification is required, this certification is to be forwarded to WIKA on a regular basis and without prompting. If not, the supplier has the duty to inform WIKA regularly in writing on his corporate environmental protection measures.

2. The supplier is obliged to use environmentally compliant materials and manufacturing processes in the production of the goods. In addition the supplier is obliged to keep the goods and manufacturing processes as up to date as possible with regard to science and technology with regard to environmental compatibility and to avoid harmful environmental influences or reduce these to the best of his abilities. In this respect the supplier has to inform WIKA in writing regarding suggestions for innovations and improvements of the products supplied. The supplier also has to maintain the reserve of the invoice verification. In case of a defective delivery, WIKA will invoice WiKa in triplicate. Invoices and delivery notes without WIKA order numbers, articles numbers, supplier name and address are regarded as invalid. In case of a defective delivery, WIKA will invoice WiKa in triplicate. Invoices and delivery notes without WIKA order numbers, articles numbers, supplier name and order date, supplier number and order date.

3. WIKA is entitled to alterations of the order. If WIKA has concluded a framework contract with a future supplier, the order placed by the supplier, an order placed by WIKA is binding if the supplier does not oppose this within three working days after receipt of the order.

4. In the event that variations to the originally stipulated formulation become necessary or appropriate in the course of the execution of a contract, the supplier must inform WIKA immediately and submit modification proposals. WIKA will inform the supplier if and which modifications are to be carried out by the supplier compared to the original order. Should the costs arising for the supplier due to the execution of the contract be changed due to these alterations, both WIKA and the supplier are entitled to demand a respective adapt of the prices stipulated.

5. Order confirmations, dispatch notes, bills of lading, bills of delivery, invoices and other letters issued by the supplier must in particular include the WIKA part number, order number, order date, supplier number and order date.

Sec. 2. Delivery

1. The supplier must observe WIKA's requirements regarding the dispatch of the goods, in particular WIKA's respective transport and packaging requirements. The delivery must be executed in a way in which the goods supplied to WIKA are protected against damage. Packing materials are to be used only to the extent to which they are necessary. Only environmentally-friendly, recyclable packaging materials must be used. At the end of every quarter, the supplier must pay a lump sum equivalent to 0.3% of the net order value covering a quarter of the calendar year in return for the disposal costs occurring. The usage of returnable packaging is only permissible after prior written approval of WIKA.

2. WIKA is to be immediately informed about the dispatch of the goods from overseas. If the amount of the freight charges is borne by WIKA, it applies only to the costs to the amount of the cheapest type of dispatch, even if a quicker transport is required to process the goods. In the event of an invoice, the delivery must include a bill of delivery.

3. The supplier must include dates and dates stipulated are binding. The delivery deadlines start on the day of the order. The goods must be received at the delivery address stated by WIKA within the delivery deadline or on the delivery date stipulated.

4. If the supplier becomes aware of the fact that the time of delivery cannot be adhered to, the supplier must inform WIKA immediately in writing and in indicating the reasons for the delay and the estimated duration of the delay. In case of a delay in delivery, WIKA is entitled to demand a contractual penalty of 0.5% of the net order value for each day of delay or parts thereof, however not exceeding 5% of the net order value. The delivery claim of WIKA will only be excluded when the supplier pays compensation instead of delivery on request of WIKA. The acceptance of the goods on the delivery does not constitute a waiving of claims for compensation.

5. Delivery before the delivery date stipulated is only permissible after prior written approval of WIKA.

Sec. 3. Payment and Price

1. The price stated in the order is binding. Unless otherwise stipulated, the price includes the costs for packing, shipment, insurance and any consignment fees. The delivery address as stated by WIKA, as well as any customs duties and other taxes. The statutory value-added tax is not included in the price, and will be separately indicated on the invoice in the statutory amount valid on the day of issuance of the invoice.

2. Invoices must be submitted to WIKA within 28 days of the invoice date. Invoices and delivery notes without WIKA order numbers, articles numbers, order date, supplier number and order date will be regarded as invalid. In case of a defective delivery, WIKA will invoice WiKa in triplicate. Invoices and delivery notes without WIKA order numbers, articles numbers, order date, supplier number and order date, or any other documentation are regarded as invalid. In case of the inability to process them, Invoice duplicates and triplicates are to be marked as such.

3. After acceptance of the goods and the receipt of the invoice, payment will be effected within 14 days subject to a deduction of a 3% discount, within 30 days subject to a deduction of a 2% discount or net within 90 days. Payment is effected under the conditions of purchase valid at the time of invoice. In case of a defective delivery, WIKA is entitled to retain or charge back payment until the defective supply is corrected. The same applies to the avoidance of similar price reductions. The payment term starts after the complete correction of the deficiencies. In case of an early delivery of the goods, the payment term only starts on the day of delivery which has been stipulated. Insofar as the supplier has to prove the purpose of the delivery, WIKA will invoice WiKa in triplicate. Invoices and delivery notes without WIKA order numbers, articles numbers, order date, supplier number and order date, or any other documentation are regarded as invalid. Payment is only regarded as an approval if it is explicitly stipulated in writing. WIKA's non-communication of the approval in writing is regarded as written. WIKA's non-communication of the approval in writing is regarded as written. WIKA's non-communication of the approval in writing is regarded as written. WIKA's non-communication of the approval in writing is regarded as written.
segregation of the defective items by the supplier or can assert
liability insurance with a coverage that is adequate for the
products in the amount of at least € 3 million per personal injury
for each individual person, and at least €5 million per property
damage. Upon request, the supplier must provide proof of the
coverage with the insurance company to which the supplier
assigns WIKA from these claims. The obligation of exemption refers to all
charges which arise for WIKA in connection with the claim. In
particular, WIKA is entitled to obtain the usage of the goods
from the third party at the supplier's expense.

Sec. 12 Acts of God
1. If WIKA is hindered in the fulfilment of its contractual
obligations in particular in the acceptance of the goods, by
Acts of God, WIKA will be exempted from liability for the
duration of the hindrance as well as an appropriate starting time
without being obliged to pay any damages. The same applies
in case it is made unacceptably difficult or temporarily impossible for
WIKA to perform its contractual obligations due to acts of
God, for circumstances for which WIKA is not responsible, in
particular due to industrial disputes, official measures, energy
shortage or substantial business disruption. WIKA can refuse the
acceptance of the goods, if such circumstances hinder the sale of
the goods as a result of the agreement or contract.
2. WIKA is entitled to withdraw from the contract if such a
hindrance continues for more than four months and if, as a result
of the hindrance, the fulfilment of the contract is no longer
possible for WIKA's interest. At the request of the supplier, WIKA
will declare whether it will make use of its right of withdrawal after
the expiration of the deadline or if it will accept the goods within
an appropriate deadline.

Sec. 13 Provision of Objects and Production of Tools
1. WIKA retains the property in samples, models, drawings,
layouts, tools, software and other objects which are left with
the supplier for the production of the goods ordered or are
produced for WIKA from these objects. The supplier is obligated
to exempt WIKA from any use, have been shipped to another
location other than the
usage of the objects left by WIKA must only be used by the
supplier itself or offered, supplied or otherwise made available
to third parties by the supplier after prior written approval by WIKA.
The same applies to goods which WIKA has not accepted due to
valid reasons. The supplier is not entitled to make an insurance
policy, and load at safe manufacturing facilities and
shipping facilities.

Sec. 15 Liability
1. The supplier is obligated to exempt WIKA from
national and international product liability claims of third parties, to
the extent that the supplier is responsible for the product defect and
the extent to which the supplier is responsible for the product
liability. Further claims by WIKA remain unaffected.
2. In case of defects, the supplier must be liable for all
the defects, or the delivery of goods free of any
deficiencies without consultation with the supplier at the supplier's
expense or have them corrected by a third party.
3. The acceptance of the goods as well as the processing,
payment and repeat order of the goods which have not yet been
received, is not evidence of defect. The supplier does not constitute approval
of delivery and waiving of warranty claims by WIKA.
4. The limitation period for the warranty claims of WIKA is 24
months from the point of time at which WIKA obtains the goods
for the purpose of resale, the limitation period begins at the point of time at which
the limitation period begins at the point of time at which the limitation period
begins, if the supplier proves that no damage or less damage has
resulted. Further evidence is possible.
5. In case of defects of the goods, WIKA is entitled at its
own choice and irrespective of the legal claims for,
consequences of which it is possible or reasonable, to give the supplier the
actions carried out by WIKA. WIKA will inform the supplier about
the damage incurred according to the principles of product
and international product liability claims of third parties , to the
supplier proves that no damage or less damage has resulted.
Futhermore, the supplier is entitled to correct the
deficiencies without consultation with the supplier at the supplier's
expense or have them corrected by a third party.
6. WIKA is entitled to withdraw from the contract if such a
hindrance continues for more than four months and if, as a result
of the hindrance, the fulfilment of the contract is no longer
possible for WIKA's interest. At the request of the supplier, WIKA
will declare whether it will make use of its right of withdrawal after
the expiration of the deadline or if it will accept the goods within
an appropriate deadline.

Sec. 11 Third-party Property Rights
1. The supplier guarantees that the delivery and usage of the
goods does not violate any patents, licences or other property
rights and copyrights of third parties.
2. If WIKA or its customers are claimed against due to
violation of such rights, the supplier is obligated to exempt
WIKA from any use, have been shipped to another location other than the
usage of the objects left by WIKA must only be used by the
supplier itself or offered, supplied or otherwise made available
to third parties by the supplier after prior written approval by WIKA.

Sec. 16 Safety in the Supply Chain
1. The supplier is not only entitled to transfer rights and
obligations to third parties or to have the order or substantial parts
of the order carried out by third parties after prior written approval of WIKA.
2. Sub-contractors are deemed as vicarious agents.
Upon request, the supplier must provide proof of the
the supplier's assets. WIKA is entitled to partly or entirely withdraw from the
contract.
3. The supplier is liable to the insurance company to make any payments to WIKA only.
Such objects must not be made available to third parties without the
written consent of WIKA. WIKA may require that such objects
be delivered in a clearly arranged and orderly way. The supplier will grant WIKA access to the
necessary material, explain the records and make copies of all records as well as any
samples. WIKA will check immediately after the acceptance of the goods,
been shipped to another location other than the
usage of the objects left by WIKA must only be used by the
supplier itself or offered, supplied or otherwise made available
to third parties by the supplier after prior written approval by WIKA.

Sec. 17 Final Clauses
1. The place of business of WIKA is the exclusive place of
jurisdiction for all disputes resulting from the business
relationships between WIKA and the supplier. WIKA is entitled to take legal
action at the place of business of the supplier as well as at
any other admissible place of jurisdiction.
2. The place of performance for all services of the supplier
and WIKA is the location of WIKA.
3. If a clause in this contract is or will become partly or totally
ineffective or unenforceable or if there is an omission in this
contract, the validity of the remaining clauses remains
unaffected. Instead of the ineffective or unenforceable clause, the
effective or enforceable clause, which constitutes the closest
nearest to the purpose of the ineffective and unenforceable
clause. In case of an omission, that clause is regarded as agreed which
complies with what the parties would have agreed for the
purpose of this Agreement had they considered the matter
initially.