General Terms of Purchase (GTP)

VTA Verfahrenstechnische Anlagen GmbH & Co. KG
Bernrieder Straße 10, 85459 Niederwending, Germany

1 General Terms of Scope of Application

1.1 General

(1) The General Terms of Purchase (hereinafter referred to as GTP) even without being explicitly mentioned during negotiations. Therefore our GTP shall also apply for all future business transactions with the seller/supplier, even if they are only partially met in writing.

(2) Conflict or contradictory terms of the seller/supplier to the GTP shall not be recognized and therefore shall not constitute the basis of any order even if it is not expressly objected to by us.

2 Differ, Acceptance of Order

(1) Unless otherwise stated in writing by us, the order shall be considered as having been placed for the purpose of making an offer, not as an order. Therefore offers shall be free of charge for us.

(2) Unless otherwise agreed under the order, offers shall be submitted in duplicate and shall include the appropriate information such as order number, detailed list of the delivered parts, quantities, and costs, delivery and payment terms, and any other conditions.

(3) The seller/supplier shall accept the order within 10 days from the date it is placed by means of countersigning it. The order shall be deemed accepted as being binding on the seller/supplier if not within it within 10 days. Seller/supplier recognizes unequivocally our GTP when accepting our order.

3 Prices, Invoices, Terms of Payment

(1) The price stated on the order shall be a fixed final price plus the respective, applicable sum of statutory VAT, unless the seller/supplier does not get paid for the gross purchase price, the delivery/performance shall be made in all instances at seller’s/supplier’s own risk. Risk shall transfer to us not until due and proper acceptance of the delivery/performance has been carried out.

(2) The net purchase price shall become due for payment (without any deductions) within 30 days following acceptance of the complete delivery/performance. In case of discount, the payment due date shall be shifted accordingly.

(3) The seller/supplier shall bear all costs, especially loading costs, that arise up to surrender of the shipment to the freight carrier.

(4) If advance payments are covenanted under the order, then we are entitled to request appropriate and reasonable securities for them at any time.

4 Delivery, Delivery Data, Impediments to Delivery

(1) The delivery/performance shall be made in all instances at seller’s/supplier’s own risk. Risk shall transfer to us not until due and proper acceptance of the delivery/performance.

(2) Set-off by seller/supplier or exercising any right of retention is solely permissible, notwithstanding mandatory instances under the law, with the reservation of our rights to demand delivery or performance and to rectify defects as well as to request a new inspection of the delivery/performance.

(3) The delivery/performance shall be carried out according to Incoterms 2000 DDP.

(4) We are entitled to assert liquidated damages for delay if seller/supplier exceeds the date of delivery/performance due to his own fault. Said liquidated damages shall amount to 0.3% of the price stated on the order per working day of delay. The maximum liquidated damages for delay is limited to 5% of the price stated on the order. If liquidated damages for delay are limited according to law, the contract shall be deemed to contain a maximum amount of 5% of the price stated on the order regarding the delay of an extended period or of several individual delays of deliveries of deliveries due to own fault. Each individual liquidated damages for delay may be asserted up to the due date of final payment for the order outstanding acceptable or minor deliveries of deliveries as well as a delay in liquidation of deliveries without reservations. Seller/supplier has the right to prove that the subject deliveries have been delivered on time or in due time or that no damages have been caused as a consequence of the delay. The liquidated damages shall be reduced accordingly in any instance.

(5) The place of delivery/performance for the seller’s/supplier’s delivery/performance shall be the place where our company will use the delivery/performance.

5 Assurances, Warranty Claims, Liability, Product & Producer Liability

(1) The seller/supplier is non-merchant.

(2) We reserve title to any parts that we may furnish to seller/supplier. Seller/supplier shall process, mix or connect any such parts on our behalf and at our risk. Seller/supplier is liable to us in the event of premature delivery/performance.

(3) Unless otherwise agreed under the order, the delivery/performance shall be made in accordance with the applicable technical specifications and conditions of the order, unless otherwise stated on the order or in an order GTP.

(4) The usage of our name, our enquiries or orders etc. for advertising purposes is not permitted without our written permission.

6 Revision, Waiver

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(3) The seller/supplier shall accept the order within 10 days from the date it is placed by means of countersigning it. The order shall be deemed accepted as being binding on the seller/supplier if not within it within 10 days. Seller/supplier recognizes unequivocally our GTP when accepting our order.

(4) The seller/supplier shall bear all costs, especially loading costs, that arise up to surrender of the shipment to the freight carrier.

(5) If advance payments are covenanted under the order, then we are entitled to request appropriate and reasonable securities for them at any time.

(6) Warranty claims shall prescribe two years after unobjectionable and defect-free acceptance of the delivery/performance unless otherwise provided under the order or if the law provides for a longer limitation period. For guarantees that seller/supplier has assumed for the assured good that he has delivered to us/sold to us, he shall be liability in accordance with provisions under the law, also stipulated in the order, to repair or replace defective delivery/performance and to compensate for damages in lieu of performance of contract. The limitation period in this case shall amount to three years from the date of discovery of the fault or the absence of an assured quality unless otherwise provided under the order or if the law provides for a longer limitation period.

(7) Seller/supplier shall bear liability in accordance with provisions under the law, especially for all damages that he or his employees or other third parties within his sphere of risk caused or our employees or third parties through his/her own fault. Claims are made against us as due to any such kind of damage or due to a defect in the delivery/performance of seller/supplier under product and/or producer liability (the right to claim for compensation of damages and for compensation for damages in lieu of performance of contract).

9 Conclusion of the Contract

1.1 General

(1) All orders placed by us are subject to our General Terms of Purchase (GTP) even without being explicitly mentioned during negotiations. Therefore our GTP shall also apply for all future business transactions with the seller/supplier, even if they are only partially met in writing. Conflict or contradictory terms of the seller/supplier to the GTP shall not be recognized and therefore shall not constitute the basis of any order even if it is not expressly objected to by us.

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(1) The delivery/performance shall be made in all instances at seller’s/supplier’s own risk. Risk shall transfer to us not until due and proper acceptance of the complete delivery/performance.

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