



KONDENSATOREN UND BAUELEMENTE

## **Purchasing Terms and Conditions**

### **der Frolyt Kondensatoren- und Bauelemente GmbH**

Status: 21 May 2026

#### **1. General**

These Purchasing Terms and Conditions apply to all services and deliveries provided by the Contractor to the Purchaser, unless otherwise expressly agreed in writing between the parties. They apply exclusively to entrepreneurs within the meaning of Section 14 German Civil Code (BGB), legal entities under public law, or special funds under public law.

These Purchasing Terms and Conditions shall apply exclusively. Conflicting, deviating, or supplementary terms and conditions of the Contractor shall only become part of the contract if expressly accepted in writing by the Purchaser.

These Purchasing Terms and Conditions shall also apply to future business relationships without the need for renewed express agreement. Supplementary technical standards and quality requirements agreed upon by the parties shall become part of the respective contract.

Orders, the business relationship itself, and all confidential information shall be treated as strictly confidential and may not be used for advertising or reference purposes.

#### **2. Orders**

The Contractor shall confirm orders in writing, including delivery dates, within ten working days (Monday to Friday) after receipt. If no confirmation is provided within this period, the Purchaser shall be entitled to revoke the order free of charge.

Oral agreements shall only be valid if confirmed in writing. Text form by e-mail or electronic transmission shall be sufficient.

#### **3. Prices and Payment Terms**

Prices and payment terms shall be agreed separately between the parties.

#### **4. Deliveries and Delivery Time**

The Contractor shall provide a dispatch notification no later than upon shipment of the goods, specifying the delivered goods and the order number.

Agreed delivery dates are binding unless prevented by force majeure. The relevant date shall be the receipt of goods at the agreed place of delivery.

Each delivery shall include a delivery note stating the order number, item description, and delivered quantity.

Advance deliveries, partial deliveries, excess deliveries, or short deliveries require the Purchaser's prior written consent.

Delivery delays must be notified immediately in writing. Such notification shall not release the Contractor from statutory or contractual obligations.

In the event of delay, the Purchaser shall be entitled, after granting a reasonable grace period, to have the performance carried out by a third party at the Contractor's expense.

For each working day of delay, the Purchaser may claim liquidated damages amounting to 0.1% of the value of the delayed goods, up to a maximum of 5%. Further claims for damages remain unaffected.

#### **5. Release from Acceptance Obligations**

If the Purchaser is temporarily prevented from accepting goods due to force majeure or labor disputes, the acceptance periods shall be extended accordingly.

#### **6. Packaging**

Goods shall be packaged appropriately for transport and in an environmentally compliant manner. Applicable environmental and packaging regulations must be observed.

Disposable packaging shall be taken back by the Contractor at its own expense unless otherwise agreed.



## **7. Inspection Obligations and Transfer of Risk**

Upon receipt, the Purchaser shall inspect the goods for identity, quantity, and obvious transport damage.

Notice of obvious defects shall be deemed timely if given within two weeks after delivery. Hidden defects shall be deemed timely if notified within two weeks after discovery.

Risk shall transfer to the Purchaser only upon acceptance of the goods at the agreed place of delivery.

## **8. Warranty**

Statutory warranty rights shall apply.

The limitation period for warranty claims shall be three years from delivery unless longer statutory periods apply.

The Contractor shall bear all costs necessary for subsequent performance, including transport, removal, and installation costs.

## **9. Quality, Environment, Occupational Safety and Compliance**

The Contractor shall establish and maintain an appropriate quality assurance system, preferably in accordance with ISO 9001.

All services and deliveries must comply with applicable laws and regulations regarding product safety, occupational health and safety, environmental protection, and export control.

The Contractor undertakes to comply with recognized international standards concerning human rights, occupational safety, environmental protection, and business ethics.

The Purchaser shall be entitled to conduct audits, upon prior notice, to verify compliance with these requirements.

## **10. Insurance**

The Contractor shall maintain adequate business and product liability insurance with customary coverage limits and provide proof upon request.

## **11. Third-Party Rights**

The Contractor warrants that the delivered goods and services do not infringe any third-party rights.

The Contractor shall indemnify and hold harmless the Purchaser against all third-party claims, including reasonable legal costs, provided the Contractor is responsible for the infringement.

## **12. Drawings, Samples and Documents**

All drawings, models, samples, and documents provided by the Purchaser shall remain the property of the Purchaser and shall be treated confidentially.

They may only be disclosed to third parties with prior written consent and must be returned immediately upon request or termination of the contractual relationship.

## **13. Final Provisions**

A simple retention of title by the Contractor shall be recognized.

The laws of the Federal Republic of Germany shall apply exclusively, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

The place of jurisdiction for all disputes arising out of or in connection with the contractual relationship shall be the registered office of the Purchaser, to the extent legally permissible.

Should any provision of these Purchasing Terms and Conditions be or become invalid in whole or in part, the validity of the remaining provisions shall remain unaffected.