1. Applicability

1.1. The present General Terms and Conditions of Purchase ("GTCP") shall apply to all business relations of the Customer with its business partners and suppliers ("Contractor(s)") with respect to the delivery of movable items ("Goods" or "Product(s)") and/or services, irrespective of whether the Contractor effects the delivery themselves or provide the service or purchase from their suppliers. The GTCP apply even if the Contractors are an entrepreneur (Section 14 of the German Civil Code "BGB"), a public-law legal entity or constitute public-law special funds.

1.2. The GTCP as amended from time to time shall apply as a framework agreement also to future contracts on the sale and/or delivery of movable items and/or services entered into with the same Contractor without the Customer being required to refer to the same in every single case; the most recent version of the GTCP is retrievable from https://grass.at/agb.html?L=1.

1.3. These GTCP shall apply exclusively. Any derogating, conflicting or supplementary general terms and conditions of the Contractor shall only become part of the contract if and to the extent that the Customer has expressly agreed to applicability of the same in writing. This approval requirement shall at all times apply even if such clarifications until they are directly modified or expressly excluded by the Contractor.

2. Conclusion of contracts

2.1. Purchase orders placed by the Contractor shall become binding not earlier than after having been placed or confirmed in writing. Deliveries for which no written purchase order exists shall not be accepted. Silence on the part of the Customer with respect to offers, requests or other statements of the Contractor shall only be considered approval if this has been expressly agreed in writing. The Contractor shall immediately advise the Customer of obvious errors (e.g. typing or computing errors) in and/or incomplete purchase orders or missing documents for the purpose of correction and/or completion; otherwise the contract shall be deemed not concluded.

2.2. If no changes to the purchase order are necessary in terms of quantity, price or special delivery provisions, the Contractor shall be entitled to include the Contractor's deliveries even though the Customer knows the Contractor's general terms and conditions.

2.3. Agreements (including side agreements, modifications or amendments) entered into with the Contractor in a specific case shall prevail over these GTCP.

3. Payment; Delay in delivery

3.1. The delivery period stated in the purchase order by the Contractor shall be binding. If it is foreseeable that the agreed delivery period cannot be observed, the Contractor shall immediately notify the Customer in writing and state the reasons for and the expected duration of the delay. Before the agreed delivery date (partial) deliveries may only be effected upon the Customer's prior written consent.

3.2. In the case of non-performance by the Contractor or if the Contractor does not deliver within the agreed delivery period or in the case of default, the rights of the Customer shall depend on the statutory provisions, in particular with respect to rescission of contract and damages. The regulations of Clause 4.3 shall remain unaffected.

3.3. If the Contractor is in default, the Customer shall be entitled to demand a contractual penalty of 0.5% of the total contract value for each commenced calendar day which is capped at 5% of the total contract value. In this respect the Contractor waives the defence of treble consecutive violations of this provision as one violation for the purpose of this provision. The Contractor shall be entitled to claim the contractual penalty in addition to performance and as a minimum amount of damages owed by the Contractor pursuant to the statutory provisions; claiming additional damages shall not be affected. If the Customer accepts late performance, the Customer shall claim the contractual penalty not later than at the time of the final payment.

3.4. The Contractor's delivery claim is only enforceable if the Contractor pays full damages in lieu of delivery at the Customer's request. Acceptance of the late delivery shall constitute no waiver of claims for damages or the contractual penalty.

4. Delivery; Passing of risk; Default in acceptance; Packaging

4.1. Unless otherwise agreed in a specific case, delivery shall be "free domicile" (DPP defined place of destination according to the INCOTERMS 2010) to the place named in the purchase order. Unless a place of destination is named or otherwise agreed, delivery shall be effected to the Customer's registered office in Germany, Egerländer Str. 2, 64354 Reinheim. The relevant place of destination shall also be the place of performance (obligation to be fulfilled at the Customer's address).

4.2. With every shipment the Contractor shall enclose a delivery note which includes the purchase order number, item and article number, delivery note number, gross weight and net weight for every item.

4.3. The risk of accidental loss or accidental deterioration of the delivery item shall pass to the Customer upon delivery at the place of performance. If an acceptance procedure has been agreed, the risk shall pass according to the same.

5. Onset of performance; Force Majeure

5.1. The Customer shall at any time be entitled to rescind the contract with no obligation to state reasons. The Customer's liability shall be limited to the damage that has actually occurred and shall not exceed 10% of the purchase price/bes.

6. Duty to provide information; Subcontractor(s)

6.1. The Contractor shall give the Customer early written notice of any changes in production processes, material or materials or changes of a laborious nature or of changes in services, relocation of production sites, as well as of any changes in procedures or testing facilities for parts or other quality assurance measures. The Customer shall be entitled to check to the necessary extent whether the changes might detrimentally affect the Product. For that purpose the Contractor shall make available the required documents and enable audits to the necessary extent.

6.2. The Customer shall be advised in writing of any subcontractors, freelancers, upstream suppliers or other third parties (jointly referred to as "Agents") who are members of the Contractor's staff in connection with performance owed to the Customer. The rights of the Customer vis-à-vis the Contractor after conclusion of the contract (e.g. setting off) shall be decisive for the content of such agreements.

7. Prices; Invoices; Terms of payment; Right to offset and withheld payment

7.1. The price stated in the purchase order shall be binding. All prices are exclusive of statutory VAT even if VAT is not stated separately. This shall also apply to any ancillary services the Contractor may have to provide.

7.2. Unless agreed otherwise in a specific case, the price shall include all services and ancillary services of the Contractor as well as all ancillary costs (e.g. proper packaging, customs duties, import taxes, transport costs, including transport and/or third-party liability insurance, if any).

7.3. One original of any invoice shall be sent to the Customer and shall include the invoice number, purchase order number, quantity, price and other identifiers (including but not limited to the Customer's item numbers). Invoices shall be sent separately, i.e. not be enclosed with the shipment. In the case of shipments from territories outside the EU customs territory a copy of the invoice and/or a proforma invoice shall be enclosed with the shipment.

7.4. Unless expressly agreed otherwise, the payment period shall be 90 days from receipt of the invoice. At the latest before the payment of an invoice the Contractor shall be entitled to deduct a cash discount of 3%. In the case of bank transfer payments the Customer shall be entitled to claim the contractual penalty of 0.5% of the total contract value for each commenced calendar day which is capped at 5% of the total contract value. In this respect the Contractor waives the defence of treble consecutive violations of this provision as one violation for the purpose of this provision. The Contractor shall be entitled to claim the contractual penalty in addition to performance and as a minimum amount of damages owed by the Contractor pursuant to the statutory provisions; claiming additional damages shall not be affected. If the Customer accepts late performance, the Customer shall claim the contractual penalty not later than at the time of the final payment; the Customer shall not be liable for delays caused by the banks involved in the payment transaction. Payments shall be made subject to review of the invoice.

7.5. Late payment by the Customer shall be governed by the statutory provisions. A written reminder by the Contractor shall, however, be required in any case.

7.6. The Customer shall have rights to offset or withheld payments and to plead non-performance of the contractor to the extent provided by law. In particular the Contractor to be entitled to withhold payments due as long as the Customer still has claims vis-à-vis the Contractor in connection with incomplete or defective performance.

7.7. The Contractor shall only have a right to offset or withheld payments on account of counterclaims that are undisputed or have been ascertained in a non-appellate/final manner.

8. Retention of title; Provisions

8.1. Title to Goods shall be transferred unconditionally upon delivery to the Customer and irrespective of payment of the price. However, in a specific case the Contractor shall offer the Contractor to transfer title that is conditional upon payment of the purchase price, the Contractor's right to retention of title shall cease not later than upon payment of the purchase price for the Goods delivered. Any prolongation or extension of a retention of title by the Contractor shall be excluded.

8.2. Any processing, commingling or combining of items provided by the Customer by the Contractor shall be effected for the Customer. The parties agree that the Customer shall become a co-owner of the Products manufactured by means of
10.4. If the Contractor fails to fulfill its obligation to render subsequent performance in full, including any copies or records that may have been made) after fulfillment of the contract. Products made according to documents or resources of the Contractor shall neither be made available to persons who need to be involved for the purpose of supply of the Contractor and who are subject to an equal obligation to maintain secrecy unless such information is demonstrably necessary for the public domain.

9.2. The Customer retains title to and copyright in any and all documents and resources provided by the Contractor for execution of a purchase order, including but not limited to drawings, illustrations, drafts, designs, calculations, descriptions, plans, models, specimens, technical specifications, data storage media, other written materials, tools, parts and materials. Such documents and resources shall exclusively be used to render contractual performance and shall be returned to the Customer completely (including any copies and records that may have been made) upon fulfillment of the contract. Products made according to documents or resources of the Contractor shall neither be made available to persons who need to be involved for the purpose of supply of the Contractor and who are subject to an equal obligation to maintain secrecy unless such information is demonstrably necessary for the public domain.

9.3. The commercial duty to inspect the Goods and to notify defects shall be governed by the statutory provisions unless stipulated otherwise hereinafter. If the Contractor has failed or is not acceptable to the Customer (e.g. due to particular urgency), the risk of jeopardising operational safety or imminent danger shall start again upon delivery, unless in connection with the subsequent performance by the Contractor expressly and correctly reserved its right to effect substitute delivery only as a gesture of good will, to avoid disputes or in the interest of a continuation of the supply relationship.

10.6. For the rest, in the case of a defect in quality or in title the Customer shall be entitled to a reduction in the purchase price or to rescision of the contract in accordance with the statutory provisions. In addition, the Customer shall be entitled to claim damages and reimbursement of expenses in accordance with the statutory provisions.

11. Product liability; Duty to take out insurance

11.1. In the case that the Contractor is held liable under product liability the Contractor shall indemnify against such claims, including recalls made by the Customer. Prior to a recall the Customer shall notify the Contractor, allow the Contractor sufficient opportunity to participate and exchange views on efficient implementation with the Contractor; this shall not be prejudicial if notification or participation of the Contractor is not possible due to particular urgency.

11.3. Additional statutory claims shall remain unaffected.

11.4. During the existence of the contractual relationship with the Customer the Contractor shall take out product liability insurance at its cost which shall be sufficient at all times. The Contractor shall provide the Customer with evidence of conclusion of a product liability insurance contract upon request.

12. Statutory limitation

12.1. Unless regulated otherwise, claims shall become statute-barred in accordance with the statutory provisions.

13. Export control; Customs clearance

13.1. The Contractor shall state the origin and the customs tariff number of every item delivered by it and update it regularly. The Contractor shall be liable for the accuracy of such information.

13.2. The Customer shall in any case be notified in writing of any changes in descriptions of Goods, the production site, the Goods’ origin or the customs tariff number in advance. As such changes normally indicate a change in the promised properties of items to be delivered, the delivery of such items shall be subject to the Customer’s prior written approval. Approval may be denied with no obligation to state reasons. In the case of non-approval items of a changed origin or customs tariff number may no longer be delivered to the Customer.

13.3. The Contractor undertakes to observe and comply with the relevant national export control regulations (including sanctions lists, embargo lists, lists of dual-use items, etc.) at the place of dispatch and irrespective thereof shall observe and comply with the relevant provisions on data protection and cyber security applicable to the Contractor, allow the Contractor sufficient opportunity to participate and exchange views on efficient implementation with the Contractor; this shall not be prejudicial if notification or participation of the Contractor is not possible due to particular urgency.

14. Compliance

14.1. The delivered Products shall be in conformity with generally accepted rules of technology (technical standards, regulations, processes, conditions, etc.), in terms of production, quality and usability. The Contractor shall implement quality assurance measures that are state of the art and appropriate in terms of type and scope to ensure the agreed quality and provide evidence thereof to the Customer upon request.

14.2. All Products, substances or products delivered by the Contractor shall be in conformity with Directive 2011/65/EU (RoHS), Regulation (EC) No. 1907/2006 (REACH) and Regulation (EC) No. 1272/2008 (CLP) as applicable from time to time for the restriction of the use of hazardous substances. In addition, all Products delivered shall be in compliance with the CE requirements as amended and applicable from time to time.

14.3. The Contractor shall observe the environmental policies accessible online at www.grass.eu in the company/environmental management section.

14.4. The Contractor shall comply with the internationally applicable minimum labour-law standards, including but not limited to all conventions of the International Labour Organisation (ILO) with respect to employees’ rights, working hours and occupational safety and health, as well as all statutory provisions and official regulations applicable from time to time.

14.5. The Contractor undertakes to comply with the relevant statutory regulations for the protection of the environment and shall neither actively or passively nor directly or indirectly take part in any form of bribery or corruption, violation of human rights or discrimination against its staff, forced labour or child labour.

15. Choice of law; Place of jurisdiction

15.1. These GTCP and all legal relations between the Customer and the Contractor shall be governed by the laws of the Federal Republic of Germany, uniform international law and, in particular, UN Sales Law shall be excluded. The requirements and effects of retention of title shall be governed by the laws of the place where the Goods are if according to the provisions of national law the choice of German law is inadmissible or ineffective.

15.2. The exclusive, including international, place of jurisdiction for all disputes arising out of or in connection with the contractual relationship shall be Stuttgart, Germany. However, the Customer shall also be entitled to take legal action at the place of performance of the delivery obligation.