General Conditions of Purchase of the PELZ group

1. General information / Area of application

The contract relationship and the formal formation of the PELZ group (hereafter referred to as PELZ) shall exclusively be governed by these General Conditions of Purchase. For the purposes of these conditions of purchase, the group of companies comprises the legal entities: PELZ GmbH, PELZ GbR, W. Pelz Gmbh & Co. KG, pely plastic GmbH & Co. KG, pely tex GmbH & Co. KG and Karusse GmbH all with registered office in Germany.

PELZ does not recognise a supplier's conditions of purchase conflicting with or deviating from these conditions of purchase except if PELZ has otherwise consented to their applicability in writing. The presentation of conditions of purchase shall also apply where PELZ accepts orders without protest on the assumption that a supplier's terms conflict with or deviate from the present conditions of purchase.

2. The written form shall be required in regard to all covenants made between PELZ and its suppliers for the performance of any contract between them. Oral collateral agreements shall not be made.

3. These conditions of purchase shall be applicable only in vis-à-vis entrepreneurs within the meaning of Section 14 BGB.

4. These conditions of purchase shall also apply to all future transactions with a given supplier.

5. Subcontracts, partial delivery, forwarding instructions

5.1 Suppliers may not conclude subcontracts except with our consent unless it is merely a merchantable component. Commission or use does not replace a declaration of formal acceptance by PELZ.

6. Partial delivery, forwarding instructions

6.1 The period of delivery indicated on the order shall be binding. All dates of delivery named to the supplier are dates on which merchandise and invoice are to be received by PELZ.

6.2 Every order and every pertinent change shall require written confirmation by the supplier. Discussions and telephone conversations shall not be binding except if confirmed by PELZ in writing.

6.3 Where a supplier reduces its prices and improves its conditions at any time between the placing of the order and delivery, the prices and conditions prevailing on the day of placing the order and, in respect of deliveries, cover in particular all costs of packaging, loading onto, transportation of, unloading from, carriage, insurance, unloading and handling at the place of delivery as well as insurance costs and risk coverage.

6.4 Where a supplier, without express consent, delivers goods using another carrier than the one agreed, the risk of transportation and transport damage passes to the supplier.

6.5 The term of payment shall begin on the day when merchandise and invoice are received by PELZ. Where a supplier reduces its prices and improves its conditions at any time between the placing of the order and the delivery, the prices and conditions prevailing on the day of placing the order shall be applied to the invoice amount plus a flat-rate expense allowance of 5% of the price of the defective item, which information was or subsequently became generally accessible without fault on the supplier's part. The same shall apply to any enquiries made and orders placed by PELZ as well as to any payment terms. The supplier shall be liable for any losses incurred by PELZ as a result of any breach of this obligation.

6.6 PELZ reserves the right to perform more thoroughgoing checks on incoming goods. PELZ shall give notice of defects within 5 days of discovery. In this respect the supplier waives the defence of late notification of defects.

6.7 The supplier guarantees that in the context or as a result of its delivery no third-party rights are breached. Where defects are identified the supplier is to be reimbursed.