



Erdwisch Zerkleinerungs-Systeme GmbH
Gewerbestraße 6 | D - 86859 Igling



Update: 2021

General Terms and Conditions of Purchase

1. General

Our purchase conditions shall apply exclusively in respect of all orders placed by us and contracts made by us. Amendments as well as any sales conditions stipulated by our suppliers which are in contradiction to the present conditions shall only be valid to the extent in which they have been expressly acknowledged by us in writing. Our purchase conditions shall apply even if we accept without reservation the supply of goods or the provision of services or if we pay for such deliveries in the knowledge of contradictory or amending conditions of business on the part of the supplier.

2. Orders

2.1 Orders, contracts and order releases as well as modifications and supplements thereto must be placed and made in writing.

2.2 Oral agreements of any kind – including subsequent modifications and supplements to our Terms and Conditions of Purchase – must be confirmed by us in writing to become effective.

2.3 The written form requirement is also deemed complied with if communications are sent by remote data transmission or facsimile transmission.

3. Quality

3.1 With regard to its deliveries the supplier will comply with the generally accepted rules of technology, safety regulations, agreed technical data and all legal requirements. Any changes to the purchased/contract product require the customer's prior written consent.

3.2 We are entitled to check the production status at the usual business hours of the supplier and to demand information about the processing status.

3.3 In the case of the specification of DIN standards or other generally valid standards, the latest version shall be used, unless otherwise specified.

4. Delivery

4.1 Deliveries: only from Monday to Thursday from 7 am to 12 noon and from 1 pm to 4 pm. Fridays from 7 am to 12 pm (exception: public holidays and company rest).

4.2 Any agreed dates and periods are binding. Compliance with a delivery date or period requires the on-time receipt of the goods at the specified delivery address. Unless "ex works" has been agreed, the supplier shall provide goods in sufficiently good time, so that loading and shipment can take place within the normal time frame.



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4.3 If agreed deadlines are not met, the statutory provisions apply. If the supplier foresees difficulties in to production, meeting the delivery date or similar circumstances that could prevent him from time delivery or to deliver the agreed quality, the supplier must immediately notify our ordering department.

4.4 The unconditional acceptance by Erdwisch of a late delivery or late performance does not constitute a waiver by us of any compensatory claims arising to it from such late delivery or late performance; the foregoing shall apply until we have fully settled all payments owed by it for the goods or services so affected.

4.5 Partial deliveries are permissible only with the express written consent of Erdwisch, which consent shall not be unreasonably withheld.

4.6 With regard to quantities, weights and dimensions, the figures determined by Erdwisch during its incoming inspection shall be controlling, unless otherwise evidenced by the supplier.

4.7 With respect to software included in the scope of delivery, including its documentation, in addition to the right of use to a legally permissible extent (§§ 69a ff. UrhG [copyright law]), we have the right of use with the agreed-upon performance characteristics and to the extent necessary for the use of the product in accordance with the agreement. We have the right to make a backup copy, even without express agreement.

4.8 Title retained by the supplier is valid only where it relates to our payment obligation for the respective products to which the supplier retains title. In particular, expanded or extended retention of title is impermissible.

5. Force Majeure

Acts of God, labour disputes, operational disruptions not due to our fault, unrest, government measures and other unavoidable events entitle us – notwithstanding our other rights – to withdraw from the contract in whole or in part, as long as they are not of inconsiderable duration and result in a substantial reduction of our procurement need.

6. Advice of Dispatch and Invoice

The supplier shall supply the details of our orders and delivery notifications, in particular the respective order number and commission, and the other data required in § 14 UStG in the shipping notices, delivery notes and invoices. If one or more of these details are missing and the processing is delayed by us within the scope of our normal business transactions, the payment periods specified in section 8 are extended by the period of the delay. For each order, the invoice must be sent in duplicate to the address of our place of business; it may not be attached to the consignments. Group bills are accepted.

7. Pricing and Passing of Risk

The price stated in the order is binding. If no special agreement has been reached, the prices are ex-works duty paid including packaging and freight. The sales tax is not included. The supplier is responsible for the safety of the goods until the goods are accepted by us or our local representative to whom the goods must be delivered in accordance with the contract.



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8. Payment Terms

The settlement of the invoice is made either within 14 days with deduction of 3% discount or within 30 days without deduction from the due date of the claim and receipt of both the invoice and the goods or the provision of the service (depending on which event occurs later). For the timeliness of the payments owed by us the receipt of our transfer order at our bank is sufficient. Payment shall be subject to the proviso of the audit. In the event of a delay in payment, we owe default interest at a rate of three percentage points above the base rate. If advance payments are agreed, we are entitled to make them dependent on the position of a direct and bank guarantee which is payable at first request. In the event of a defective delivery, we shall be entitled to withhold payment proportionally until proper performance is achieved.

The supplier shall not be entitled to assign his claims against us or to have them collected by a third party without our prior consent, which may not be refused unreasonably. In the case of extended retention of title the consent shall be deemed granted. We shall be entitled to offset claims due or due which are due to us or a company affiliated with us against the supplier.

9. Claims based on Defects and Recourse

9.1 The acceptance is subject to an examination for faultlessness, especially also for correctness, completeness and fitness. We have the right to inspect the object of the contract to the extent and as soon as it is advisable in the ordinary course of business; we will give notice of any defects found immediately after their discovery. To this extent the supplier waives the objection to a delayed notification of defects.

9.2 The legal stipulations regarding warranty shall be applied, unless other provisions are provided below.

9.3 We have the right to select the type of fulfilment measure. The supplier has the right to refuse the type of fulfilment measure selected by us pursuant to § 439 III BGB [German Civil Code].

9.4 In the event the supplier does not immediately begin with the correction of the defect after our request to correct the defect, in urgent cases, especially to ward off imminent risks or to prevent major damage, we are entitled to undertake such correction ourselves or have it undertaken by a third party at the expense of the supplier. Warranty period shall be two years, unless the delivered products were used in a structure in accordance with its customary use and caused the structure's deficiency. The warranty period starts with the delivery of the supplies and services (Transfer of Risk).

9.5 In case the supplier does not transfer title free of third parties rights, the supplier also holds us harmless against any alleged third party claims. Warranty period to this respect shall be 10 years.

9.6 With respect to parts of the delivery that were reconditioned or repaired within warranty, the warranty period starts anew at the moment the supplier has completely satisfied our claims for performing a fulfilment measure.

9.7 The supplier shall assume the costs if as a result of defective supplies or services we incur costs, especially transportation, labour, material costs or costs for incoming inspection in excess of the customary extent.



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9.8 If we take back products built and/or sold by us as a result of the defectiveness of supplies or services, or if therefore our customers reduced the purchase price or claims of whatever nature are made against us on that account, we reserve the right to request reimbursement from the supplier, whereby an otherwise required notice is not needed to assert our warranty claims.

9.9 We are entitled to demand a reimbursement for expenses from the supplier for expenses incurred because our customer may claim against us the reimbursement of expenses incurred for the purpose of fulfilment measures, especially transportation, labour and material costs.

9.10 Notwithstanding the provision in Article 8.5, in the cases of Articles 8.8 and 8.9, the period of limitation ends at the earliest two months after the date at which we satisfied the claims asserted against us by our customer, however it ends five years after the receipt of the supplies and services at the latest.

9.11 If a material defect becomes evident within six months after the transfer of risk, it is alleged that the defect was already present at the time of the transfer of risk, unless this is in contradiction to the nature of the product or defect concerned.

10. Product Liability

In the event a product liability claim is asserted against us, the supplier agrees to hold us harmless from such claims if and to the extent the damage was caused by a defect of the supplies or services. However, in cases of liability based on fault, this only applies if the supplier is at fault. If the cause of the damage falls within the area of responsibility of the supplier, the supplier shall have the burden of proof to that extent. In the above cases the supplier assumes all costs and expenses, including the costs for any legal action or a recall campaign. In addition to the legal stipulations shall apply.

11. property rights

The Supplier shall be liable for any claims arising from the infringement of the rights granted or registered for the contractual use of the Supplies and Services. It shall indemnify us from all claims arising from the use of such rights. With the delivery of a copyrighted object we receive from the supplier a simple, unrestricted right of use in all types of use.

12. Conducting Work

Persons who carry out work on our premises in fulfilment of the contract must observe the respective plant regulations. The liability for accidents suffered by these persons on our premises is excluded unless caused by willful or gross negligent acts of our legal representatives or employees.

13. Provision

Materials, parts, containers and special packaging provided by us remain our property. These may only be used as agreed. The materials are processed and parts assembled for us. It is agreed that in relation of the value of the parts provided by us to the value of the entire product we become a co-owner of the products manufactured with our materials and parts which will be kept safe for us by the supplier. If an object which we assign is destroyed or rendered useless as a result of faulty working or processing, the supplier shall compensate us for the damage resulting from this. The existence of sufficient insurance cover is to be demonstrated to us on request.



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14. Documentation and Confidentiality

14.1 The supplier shall keep confidential all business or technical information made accessible by us (including features which might be learned from objects, documents or software submitted and any other information or experiences) towards third parties, as long as and to the extent they are not public knowledge, and may only be made available in the supplier's premises to persons who need to make use of the information for the purpose of supplying to us and who must also be required to maintain confidentiality; the information remains our exclusive property. Without our prior written approval, such information – except for deliveries to us – may not be duplicated or exploited commercially. At our request, all information originating from us (including any copies or recordings made, if applicable) and loaned items must be immediately returned to us completely or proved to be destroyed. We reserve all rights to such information (including copyrights and the right to file for industrial property rights such as patents, utility models, semiconductor protection, etc.). In the event these are provided to us by third parties, this reservation of rights also applies to these third parties.

14.2 Products built on the basis of documentation such as drawings, models and the like prepared by us or based on our confidential information or our tools or tools modelled on our tools may neither be used by the supplier himself nor be offered or supplied to third parties. This also applies to our print orders correspondingly.

14.3 The business relationship with us may be used for advertising purposes or as a reference to third parties only with our written consent.

15. Spare parts

15.1 The supplier is obliged to provide spare parts for the products delivered to us for a period of at least ten years after the delivery.

15.2 If the supplier intends to discontinue the production of spare parts for the products delivered to us, he will notify us immediately after the decision on the adjustment. This decision must, subject to paragraph 1, be at least six months before the end of production.

16. Final Provisions

16.1 If the supplier ceases to make payments or if insolvency proceedings are requested for his assets or an out-of-court settlement procedure, we are entitled to withdraw from the contract.

16.2 The place of performance is the place to which the goods are to be delivered in accordance with the contract.

16.3 Jurisdiction is, at our discretion, the domicile of the supplier, the competent court or the place of performance. The contract is governed by the laws of the Federal Republic of Germany, excluding the conflict of laws provisions and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

16.4 Should one of the above provisions be or become invalid in whole or in part, this does not affect the validity of the remaining provisions. The parties to the contract are obliged to replace the invalid provision with a regulation which is as equal as possible to it in economic success.