

1. General provisions

1.1. All of Lödige Industries GmbH, Lödige Fördertechnik GmbH, Lödige Systems GmbH, Lödige Machine Warburg GmbH, and LogIT GmbH (hereinafter individually or collectively referred to as "Lödige") orders are placed based on these Terms and Conditions and on any other concluded separate contractual agreements. Contrary terms and conditions of delivery and service of the supplier will not become part of the contract through the placement of an order and performance of the contract, especially the acceptance of goods or other services.

1.2. These Terms and Conditions apply in the version valid at the time of Lödige's order or, in any case, the latest version provided to the supplier, including for all future contracts with the supplier, until their revocation by Lödige. Agreed deviations only apply to the order for which they are individually agreed.

1.3. Lödige may cancel orders without an acceptance period if the supplier receives the cancellation before Lödige receives the supplier's notice of acceptance. Orders placed by Lödige without an acceptance period may only be accepted by the supplier within 10 days. If the supplier's notice of acceptance differs from the order, the supplier must inform Lödige of this fact. A contract will only be concluded if Lödige agrees to the deviation in writing.

1.4. If reasonable for the supplier, Lödige may demand changes to the object of the order even after contract conclusion. In such cases, the contractual conditions must be adjusted accordingly.

1.5. Models, samples, drawings, software, documentation, calculations, descriptions, and other documents as well as materials, tools, production facilities, and test facilities as well as know-how provided to the supplier by Lödige will remain the sole property and under the sole legal competence of Lödige. These must be treated confidentially and may only be transferred to third parties with Lödige's prior written permission and under the same confidentiality obligations.

1.6. The rights, documents and objects specified in 1.5 must be returned to Lödige without undue delay and without solicitation after performance of the contractual service or when they are no longer required by the supplier for performance of the contract. Any copies made by the supplier must be destroyed or handed over to Lödige in the above-stated cases. Storage required by statutory storage obligations represents the only exception to this obligation. Any other disposal in fact or in law and/or direct or indirect exploitation by the supplier or third parties is prohibited.

2. Duties of the supplier

2.1. The supplier assures that it has the necessary qualifications and expertise to perform the contract.

2.2. Drawings, calculations, specifications and other stipulations made by Lödige must be reviewed independently by the supplier for errors and inconsistencies as part of the supplier's general and special expertise. In case of doubt, Lödige must be informed in writing about any concerns without undue delay.

2.3. The supplier must provide quality assurance of an adequate type and scope that corresponds to the state of the art at the time of contract performance and must prove this to Lödige on request.

2.4. For machines and components to be supplied and for services and work to be performed by the supplier, only materials and raw materials the production and processing of which do not infringe the respectively applicable regulations and guidelines on environmental, emissions and fire protection may be used.

2.5. The supplier must comply with the applicable statutory regulations and work safety and accident prevention guidelines for services that include assembly or commissioning.

2.6. The supplier must provide all the necessary information for any proof of origin required by Lödige which must be submitted properly signed, free of charge and without undue delay.

2.7. The supplier may not transfer the order or parts thereof to third parties without Lödige's prior written permission.

2.8. In case of research, development, construction, engineering or other contracts which serve to develop technical solutions, Lödige will be entitled to any inventions produced by the supplier in relation to the contract and to any corresponding property rights which will be or have been registered or granted. The same applies to new technical expertise that is not part of the state of the art, but developed by the supplier in relation to the contract. On Lödige's request, the supplier must claim inventions of the supplier's employees; the costs under the German Employee Invention Act [Arbeitnehmererfindungsgesetz, ArbNErFG] will be borne by Lödige.

2.9. If the scope of delivery includes software, Lödige will be granted a non-exclusive, transferable, irrevocable, non-terminable right to use the supplied software, including its documentation, without spatial or temporal limitation, and to make copies for backup purposes.

2.10. The supplier must take reasonable measures to ensure compliance with EU regulations to combat terrorism, especially Council Regulation (EC) No 2580/2001 and Council Regulation (EC) No 881/2002.

3. Prices & payment

3.1. The prices stated in the order are binding. Unless otherwise agreed, all prices include delivery in accordance with DDP Incoterms 2010, including packaging, to the delivery address specified in the order and any ancillary services of the supplier (e.g. assembly, installation, commissioning) and the respectively valid VAT if not stated separately.

3.2. Unless otherwise agreed, payments will be due within 14 days with a discount of 3% or in full net within 30 days. The start of the payment period is determined by the date on which Lödige receives the proper invoice in accordance with 3.4.

3.3. Payments will be considered settled once Lödige instructs them to be paid.

3.4. Invoices must include Lödige's order number, the exact description and quantity of the delivered goods and the price per unit or quantity. The invoice structure must correspond to that of the underlying order and must be addressed to the address specified in the order. An orderly and complete invoice is a prerequisite for the settlement of the invoice amount.

4. Delivery period & delivery delays

4.1. Delivery periods stated by Lödige in the order are binding.

4.2. The supplier must notify Lödige without undue delay if the supplier is unable to meet the delivery period under 4.1 and must offer a new and realistic delivery date. The supplier must report any delivery difficulties, due to whatever reason, to Lödige without solicitation upon becoming known.

4.3. The supplier may only invoke the lack of provision of necessary documents to be provided by Lödige if the supplier submitted written notice and did not receive these documents within an appropriate period.

4.4. If the supplier defaults on performance of the supplier's services, Lödige may impose a contractual penalty of 0.1% of the originally agreed net order amount for every calendar day of default for up to 5% of the originally agreed net order amount.

4.5. The contractual penalty under 4.4 will be imposed and become payable immediately when the supplier defaults under 4.1. An end to default will not result in the waiver of contractual penalties that have already been accrued.

4.6. Contractual penalties may be imposed in addition to performance claims. If Lödige accepts late performance, Lödige may reserve the exercise of the contractual penalty until the final payment. The exercise of further or other damages is not excluded, but must be offset by the contractual penalty.

4.7. Lödige's damage claims in case of default by the supplier are governed by law.

4.8. If non-compliance with delivery deadlines is due to force majeure, labour disputes or other events outside the supplier's influence, the delivery period will be extended accordingly. The supplier must report the onset and end of such circumstances to Lödige without undue delay.

5. Transfer of risk & acceptance

5.1. Unless otherwise agreed, the place of performance for deliveries and services is the registered office of Lödige.

5.2. Risk of random destruction and random deterioration of the service will be transferred to Lödige upon the complete handover at the place of performance. If acceptance is required, this shall be decisive for the transfer of risk.

5.3. Partial deliveries require Lödige's prior permission.

5.4. Even if not specified individually, the supplier must hand over any proof and documents to Lödige required by Lödige for contractual use of the service. This includes any documentation necessary for installation, operation, maintenance, and repairs.

6. Retention of title

6.1. The supplier is obliged to hand over the ordered goods to Lödige in the condition stipulated in the contract and to transfer title to Lödige unconditionally.

6.2. By concluding the contract, the contract partners agree that, following payment, title to the ordered goods will be irrevocably transferred to Lödige.

6.3. If Lödige provides full payment before the goods handover, the handover due at the time of payment will be replaced as follows: (1) If the supplier is already in possession of or subsequently obtains the goods, the goods will be sorted out and stored for Lödige with the prudence of a diligent businessperson. If the supplier is merely in or subsequently obtains possession of the necessary input materials, the above regulations apply accordingly; (2) If a third party is in possession of the goods or of the necessary input materials, the handover between Lödige and the supplier will be replaced by the supplier assigning to Lödige the supplier's claim against the third party to the handover of the goods. Lödige accepts this assignment.

6.4. If Lödige only provides partial payment before the goods handover, 6.3 will apply accordingly with the provision that Lödige will acquire a co-ownership share for the goods or input materials. The size of this co-ownership share will be determined by the ratio of the partial payment to the total price of the goods.

6.5. Orders will remain the property of Lödige and must as long as they are not processed be stored separately, labelled, insured and managed by the supplier free of charge. Goods may only be used for their underlying order. In case of value reductions or loss, the supplier must provide replacements. If parts are processed, combined, mixed, or transformed, Lödige will obtain title to the new or transformed object upon its creation.

6.6. In any case, contractual collateralisation rights of the supplier require a written agreement.

7. Defect claims

7.1. Lödige's rights if ordered goods or other services display defects are governed by law, unless otherwise specified hereinafter.

7.2. The expenses necessary for review and subsequent performance will be borne by the supplier, even if no defect is determined to have existed. Lödige's liability for damages in case of unjustified defect remedy requests will remain unaffected; Lödige will only be liable if Lödige recognises or fails to recognise through gross negligence that no defect was present.

7.3. In case of replacement delivery or rectification, the guarantee period for replaced and remedied parts will commence anew, unless: (1) the supplier informs Lödige that the supplier does not feel obligated to take such measures and will only provide the replacement delivery or defect remedy out of courtesy or similar reasons; and (2) the supplier was not required to provide subsequent performance.

7.4. If the supplier fails to comply with defect liability obligations within an appropriate grace period set by Lödige, Lödige may perform or have the necessary measures performed by a third party for the account and at the risk of the supplier and may obtain an advance on costs for twice the defect remedy costs. If subsequent performance by the supplier fails or is unreasonable for Lödige (e.g. due to special urgency, risks to operational security, or impending disproportionate damage), no grace period will be necessary; Lödige will notify the supplier of such circumstances without undue delay, if possible, before remedying the defect.

7.5. Defect reports will be considered to have been issued without undue delay if they are submitted within 2 weeks of receipt of the service or, in case of non-obvious defects, within 2 weeks of detection.

7.6. If use of the delivery object infringes industrial property rights or copyrights domestically or abroad, the supplier must, for the supplier's account, obtain the right of further usage for Lödige or must modify the delivery object in a manner reasonable for Lödige so that the property rights infringement no longer exists. If this is not possible under economically feasible conditions or within an appropriate period, Lödige may withdraw from the contract. Furthermore, the supplier must hold Lödige harmless of uncontested or legally established claims of the respective property rights holders. This claim to be held harmless also refers to any expenses incurred by Lödige in relation to the claims exercised by a third party, legal fees and litigation expenses. Without prejudice to this claim to be held harmless, Lödige may conclude agreements, especially concerning settlements, with third parties without the supplier's authorisation.

8. Liability of the supplier & product and manufacturer's liability

8.1. The supplier will be liable in accordance with statutory regulations.

8.2. If the supplier is responsible for product damage, the supplier must hold Lödige harmless of any third-party damage claims on first request if the cause lies in the supplier's control and organisation and if the supplier is liable to third parties. The supplier must also reimburse Lödige for any expenses incurred by Lödige in relation to any recall campaigns. The supplier will be informed of the content and scope of any recall campaigns to be performed as far as is possible and reasonable for Lödige. The supplier must maintain and, on request by Lödige, prove the maintenance of business and product liability insurance with sufficient insurance coverage.

9. Supplier regress

9.1. Before Lödige recognises or satisfies defect claims (including for reimbursement of expenses) of clients, Lödige will provide the supplier with an opportunity to issue a statement. If no statement is issued within an appropriate period, the defect claims granted by Lödige will be considered owed to the client in the legal sense. In such cases, counterevidence will be incumbent upon the supplier.

9.2. Lödige's claims under supplier regress will apply even if the defective goods have been further processed by Lödige or by another entrepreneur.

10. Applicable law & place of jurisdiction

10.1. German law applies under exclusion of the United Nations Convention on Contracts for the International Sale of Goods dated 11 April 1980 (Vienna Convention) and of German conflict of laws. References to other legal systems are irrelevant.

10.2. The place of jurisdiction is Paderborn, Germany. However, Lödige may also seek relief from any other competent court for the respective dispute under German law or under the law of the state in which the supplier is based.