



Terms and conditions of purchase of THIEL & HOCHÉ GMBH & CO. KG Max-Planck-Straße 6, 40699 Erkrath ("purchaser")

1. General Terms and Conditions:

These Terms and Conditions of Purchase shall apply exclusively to all our orders. Deviating or supplementary terms and conditions of the Contractor shall not become part of the contract - even if we do not object in individual cases - unless we have given our express consent in writing. Orders shall only be placed in text form; orders placed verbally or by telephone or any changes shall only become valid upon confirmation in text form.

2. Order:

If the supplier does not accept the order within two weeks of receipt, we shall be entitled to cancel the order. Delivery call-offs shall become binding at the latest if the supplier does not object within two weeks of receipt.

3. Invoice:

Irrespective of a special delivery bill, the invoice must be submitted immediately after delivery; it must not be enclosed with the goods. The invoices and delivery bills must contain the following information in addition to the details specified in Section 14 (4) UStG (German VAT tax law): Notified invoice address of the ordering party, order number, exact quantity, material number and exact description, weight, and type of packaging.

4. Prices and Payments:

Unless otherwise agreed, the prices include costs for packaging and transportation. Unless otherwise agreed, our payments shall be made 14 days after receipt of invoice with a 3% discount or 30 days after receipt of invoice strictly net. We shall only be in default, even if the payment dates can be determined by calendar, if we receive a written reminder after the due date. In the event of our default in payment, the interest rate for default interest shall be 5% p.a., subject to proof of a higher default damage by the supplier or a lower default damage by us. Payments do not constitute an acknowledgement that the goods are in conformity with the contract.

5. Delivery and Transfer of Risk:

Unless otherwise specified or agreed, delivery shall be made at the expense and risk of the supplier free domicile of the customer named by us.

6. Liability for Material Defects:

1. The Supplier shall be liable for all defects in the delivery in accordance with the statutory provisions of the BGB/HGB (German civil and trade law). Changes to the delivery item require the prior written consent of the customer. If a claim is made against us by one of our customers due to defects in a delivery which are attributable to defects in the goods delivered to us, the supplier shall be obliged to indemnify us against liability upon first request. This shall also apply to all cases in which claims are asserted against the purchaser by third parties on the basis of product liability.
2. Complaints about obvious transport damage, incorrect identity and quantity of the goods shall be deemed to have been made in good time if they are made within 2 weeks of receipt of the goods, and in the case of all other defects within 2 weeks of their discovery.
3. Our payments do not constitute an acknowledgement that the delivery is free of defects.
4. In the case of products intended for use in motor vehicles, claims arising from liability for defects shall lapse 24 months after initial vehicle registration or installation of spare parts, but no later than 30 months after delivery to the customer.



7. Delivery:

The scope of delivery and delivery times are specified by us and must be strictly adhered to. Any deviations must be notified to us as soon as they become apparent, without prejudice to other rights. Excess or partial deliveries as well as exceeding delivery deadlines shall in any case require our prior consent. If the latter are made without our consent, we shall be entitled - without prejudice to other rights - to withdraw from the order. Changes to the delivery item require our prior written consent.

8. Proof of Origin, Proof of VAT, Export Restrictions:

1. The supplier shall provide any proof of origin requested by the purchaser with all necessary details and duly signed without delay. The same applies to VAT-related proofs for foreign and intra-Community deliveries.
2. The Supplier shall inform the Purchaser immediately if a delivery is subject to export restrictions in whole or in part under German or any other law.

9. Quality and Dokumentation:

1. The supplier shall comply with the recognized rules of technology, the safety regulations and the agreed technical data for its deliveries. For the initial sample inspection, reference is made to the VDA publication "Assuring the quality of deliveries - supplier selection/production process - and product release/quality performance in series production", latest edition. Irrespective of this, the supplier must constantly check the quality of the delivery items. The contracting parties shall inform each other about the possibilities of quality improvement.
2. If the type and scope of the tests as well as the test equipment and methods have not been firmly agreed between the Supplier and the Purchaser, the Purchaser shall be prepared, at the Supplier's request, to discuss the tests with the Supplier within the scope of its knowledge, experience and possibilities in order to determine the required state of the art in testing technology. In addition, the Purchaser shall inform the Supplier of the relevant safety regulations upon request.
3. In the case of motor vehicle parts specially marked (e.g. with "D") in the technical documents or by separate agreement, the supplier must also keep special records of when, how and by whom the delivery items have been tested with regard to the characteristics requiring documentation and what the results of the required quality tests were. The test documents must be kept for ten years and presented to the purchaser if required. The supplier must obligate upstream suppliers to the same extent within the scope of the legal possibilities. For guidance, reference is made to the VDA publication "Verification - Guidelines for the documentation and archiving of quality requirements", latest version.
4. If authorities responsible for motor vehicle safety, exhaust emission regulations or similar, or customers of the Purchaser demand to inspect the production process and the test documents of the Purchaser in order to verify certain requirements, the Supplier agrees, at the request of the Purchaser, to grant them the same rights in his company as the Purchaser and to provide all reasonable support.

10. Shipment of Dangerous Goods:

The regulations for the transportation of dangerous goods must be observed at all times. The supplier shall be liable for all damage resulting from non-compliance with the statutory regulations and shall be obliged to indemnify us against any liability in the event of damage upon first request.

11. Drawings - Tools:

Drawings, models, tools and other means of production produced by us or for us shall remain our property, may only be used in accordance with the contract and may not be made available to third parties without our consent; they must be returned to us immediately upon request. The Contractor shall assume liability for loss and damage and any misuse.



12. Information Security

1. Information transmitted by Thiel & Hoche to the supplier is generally to be regarded as "confidential", unless otherwise classified by us. The supplier must ensure that an appropriate level of security is guaranteed for the storage, processing and forwarding of confidential information. Upon request, the Supplier shall provide information on the current status of information security management and grant Thiel & Hoche the right to carry out an on-site inspection after prior consultation.
2. A separate non-disclosure agreement must be concluded between the supplier and Thiel & Hoche. The disclosure of confidential information to third parties requires the written consent of Thiel & Hoche in all cases.
3. In the case of commissioned data processing, the requirements for the protection of personal data in accordance with the GDPR must be observed. A TOM (technical and organizational measures) regulates further details.
4. In the event of information security incidents, Thiel & Hoche must be informed immediately by the supplier of the nature and extent of the incident to the email address isb@thiel-hoche.de. This applies in particular to incidents relating to data protection.

13. Supplier Management

In addition to the above aspects, Thiel & Hoche shall conclude agreements with the supplier regarding quality (Quality Assurance Agreement/QAA) and sustainability (Code of Conduct for Suppliers). If required, the supplier shall provide self-disclosure within the framework of regulatory requirements, including, but not limited to, the EU Regulation on Chemicals (REACH), the EU Cross-Border Adjustment Mechanism (CBAM) or conflict minerals (CMRT/EMRT)."

14. Place of Jurisdiction:

For all rights and obligations arising from our orders, Erkrath shall be the place of performance and (for registered traders) the place of jurisdiction for both parties.

15. Miscellaneous:

The data required to process the business transactions will be processed by us at a central location. German law applies to all orders. The application of the Hague Uniform Law on the International Sale of Goods and the UN Convention on Contracts for the International Sale of Goods is excluded. If the language of the contractual documents differs, the German version shall prevail.

16. Binding Nature:

Should individual provisions of these terms and conditions be invalid, this shall not affect the validity of the remaining provisions or of the contracts concluded on the basis of these terms and conditions themselves.