General Ordering Terms

As of: September 2025

1. Scope of application

1.1 Our ordering terms shall apply exclusively. As far as these do not contain any regulations, the law applies. We do not accept any terms and conditions of the contracting partner that contradict or deviate from our ordering terms or from the law to our disadvantage unless we have explicitly agreed to their validity in writing. Our ordering terms shall also apply if we accept the contracting partner's deliveries or services without reservation in the knowledge of conflicting or deviating conditions of the contracting partner.

1.2 Our ordering terms shall only apply to companies, legal entities under public law or special funds under public law within the meaning of item 310 (1) of the German Civil Code (*Bürgerliches Gesetzbuch*; BGB).

1.3 Our ordering terms also apply to all future transactions with the contracting partner.

1.4 Our ordering terms shall apply to deliveries within the meaning of § 433 BGB (purchase) and § 650 BGB (delivery of movable goods to be manufactured or produced) as well as services within the meaning of § 631 BGB.

1.5 The ordering terms and, if agreed, the quality assurance agreement shall apply in the following order in the event of contradiction:

- Quality assurance agreement
- Ordering terms;

The same applies if individual agreements are invalid.

2. Conclusion of the contract, object of the contract, subsequent changes to the content of the contract

2.1 If the contracting partner does not accept our order within a period of one week from its receipt, we may withdraw from our order without incurring any cost. Delivery call-offs shall become binding if the contracting partner does not object within 3 working days.

2.2 Cost estimates shall be binding and shall not be remunerated unless explicitly agreed otherwise.

2.3 The contracting partner shall not have the right to use the deliveries or services (hereinafter also referred to as: “Contractual Objects”) following conclusion of the contract or to manufacture them using a production method or production type other than that agreed. This shall apply even to the most minor changes and even if the agreed product specifications remain unchanged. Such deviations are only permitted with our written consent.

2.4 The contracting partner must check agreed product specifications as well as production documents and means of production provided by us for completeness and correctness (e.g., feasibility in terms of production and assembly) with regard to use for their own contractual obligations. Any objections must be reported to us without undue delay in writing with a detailed explanation of the audit result. The contracting partner shall remain solely responsible for the completeness and correctness of contractual documents and data prepared by the contracting partner with regard to the quality of the Contractual Objects, such as drawings, calculations, and descriptions, as well as for the freedom from defects of samples and models produced or procured by the contracting partner, even if they have been approved by us.

2.5 All product specifications that we refer to in the context of our order accepted by the contracting partner or that are contained in the documents attached to it, in particular our specifications and functional specifications as well as technical documentation such as drawings, manufacturing instructions, material specifications, etc., shall become part of the contract unless the contracting partner has explicitly made negative quality agreements with us in this respect. The contracting partner's obligation to comply with objective requirements for the Contractual Objects remains unaffected by this.

2.6 Transfer (wholly or in part) of the contract to third parties or the manufacture (wholly or in part) of the Contractual Objects via subcontractors is only permitted with our written consent.
We may withdraw from the contract and demand compensation in case infringements – without prejudice to our other statutory rights.

2.7 An obligation to pay damages in accordance with § 122 BGB shall require fault on our side.

2.8 All declarations that must be made in writing in accordance with these Terms and Conditions of Ordering may also be submitted in text form (written documents, electronic data carriers, storable, and printable emails, computer faxes).

2.9 The contracting partner shall consider any request for changes to the Contractual Objects made after conclusion of the contract, as far as this is possible and reasonable within the scope of their operational capacity. The contractual provisions must be amended in writing without undue delay if the review of the change options or actual implementation of the changes have an impact on the contractual performance structure (remuneration, deadlines, etc.).

2.10 The quality assurance agreement is an integral part of our contracts for deliveries or services.

3. Rights to the contractual documents and means of production provided by us, processing, insurance, maintenance, confidentiality, contractual penalty, obligation of the contracting partner to inspect and give notice of defects

3.1 In production documents, data, and production equipment of all kinds that we have provided to our contracting partner within the scope of our order and/or the contract, such as

- figures, calculations, drawings, drafts, manufacturing instructions, and the like,
- know-how regarding the deliveries, services, and manufacturing processes,
  (know-how within the meaning of this contract shall be knowledge that
  - is secret, i.e., not generally known and not easily accessible,
  - is necessary, i.e., of decisive importance and indispensable for the manufacture of the Contractual Objects and
  - is identified based on the production documents, data, and production equipment provided),

- Models, samples, and prototypes,
- Materials and parts provided,
- Tools,
- Software

We reserve all rights to which we are entitled upon transfer, in particular our title, unless there are deviating contractual agreements or deviating provisions in these ordering terms. This shall also apply to any production documents, data and means of production which are produced or procured by the contracting partner on our behalf and at our expense.

3.2 Means of production provided by us must be marked by the contracting partner to render them clearly identifiable as belonging to us.

3.3 The processing or conversion of our provided materials or parts (Reserved Products) by the contracting partner shall be performed on our behalf. If our Reserved Products are processed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of our Reserved Products (purchase price plus VAT) to the other processed items at the time of processing or conversion.
If our provided parts or materials are inseparably mixed or combined with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of our reserved items (purchase price plus VAT) to the other mixed or combined items at the time of mixing or combining. If the mixing or combination is performed in such a way that the contracting partner's item is to be regarded as the main item, it is agreed that the contracting partner shall transfer co-ownership to us on a prorated basis.
Materials and parts provided by us shall be stored properly, appropriately, and separately as our property prior to processing and shall be clearly marked as such.

3.4 In particular, we agreed with our contracting partner that our contracting partner shall take our sole ownership or co-ownership into proper safekeeping and care free of charge.

3.5 We shall continue to have the right to our previous rights to the production documents, data and means of production to which we are entitled in accordance with item 3.1 above, in particular any copyrights, exploitation rights under copyright law or industrial property rights, as far as they were not granted to the contracting partner in order to achieve the purpose of the contract.
The contracting partner warrants that we are due the rights of use and utilisation necessary to achieve the purpose of the contract for the Contractual Objects that belong to us in accordance with item 3.3.

3.6 The contracting partner shall be obligated to insure the means of production belonging to us (materials, parts and tools provided) at replacement value at their own expense against damage caused by fire, water, storm, theft, and vandalism. At the same time, the contracting partner hereby assigns all claims for compensation arising from this insurance to us; we hereby accept the assignment.

3.7 The contracting partner shall be obligated to perform any necessary maintenance and inspection work on our tools as well as all servicing and repair work at their own expense and in time. They must inform us of any malfunctions immediately; if they culpably fail to do so, they shall be liable for all damages incurred by us as a result of this.

3.8 Production documents, data, and means of production to which we are entitled in accordance with item 3.1 must not be used, reproduced, passed on, sold, pledged, or made accessible to third parties, except for agreed or contractual purposes; in particular, no products may be manufactured for third parties using them. Reverse engineering is not permitted.

3.9 Our production documents, data and means of production within the meaning of item 3.1 must be kept secret. They must only be disclosed to third parties with our explicit consent. The provisions in accordance with item 15 (non-disclosure obligation, prohibition of utilisation) shall apply accordingly.

3.10 If it is certain that the contract will not be concluded or if the contract has been completed, the production documents, data, and means of production that belong to us shall, without undue delay, either

- be returned them to us in perfect condition without retaining copies, individual items, etc., or
- be destroyed or modified so that they can no longer be used for the manufacture of the Contractual Objects.

Proof of destruction and alteration must be provided to us upon request.
The same shall apply to any semi-finished and finished products still available at the time of termination of the contract and manufactured in accordance with our production documents and data or with the aid of our production equipment or specially manufactured for us; in particular, they must not be delivered to third parties even if they are defective parts rejected by us.
Our contracting partner may not assert a right of retention against the rights to which we are entitled in accordance with item 3.10.

3.11 The contracting partner shall be obligated to check the production materials provided for obvious defects, such as identity, quantity, and transport damage, and to notify us of any defects without undue delay. We must be notified of any defects discovered in the production equipment provided during processing without undue delay. Processing must not take place, or further processing must be discontinued until further instructions have been issued by us. If processing or further processing is performed in breach of contract, the contracting partner shall not have the right to claim additional expenses or damages.

3.12 The contracting partner shall pay a contractual penalty in the amount of 5% of the gross order value of the contract affected by the breach of obligations to us for each case of culpable breach of the obligations listed in the above clauses 3.8, 3.9 and 3.10. We reserve the right to assert claims for higher damages incurred in individual cases.

4. Prices, terms of payment, invoices, documents, proof of origin

4.1 The agreed price shall be a fixed price.
Price increase reservations require our explicit written consent.
Unless agreed otherwise, the prices and remuneration shall apply

- to deliveries “free place of destination” including packaging, customs and unloading at the expense and risk of the contracting partner (DDP, Incoterms 2020, subject to the provision that unloading is also at the expense and risk of the contracting partner),
- to deliveries with additional contractual obligations such as installation, assembly, etc., including their fulfilment (in particular including all necessary ancillary costs, such as travel expenses, provision of tools, allowances),
- in the case of services, to the work ready for acceptance and produced in accordance with the contract.

4.2 Each order must be handled separately in correspondence. All information and data relating to an order (e.g., order confirmations, invoices, delivery notes, dispatch notes, etc.) must be sent to the address stated in our order, stating the order numbers and the date of the order.

4.3 The invoice must be sent to us by email to the following address: info@vapic.de and must not be enclosed with the deliveries or services.
Furthermore, we can only process invoices on time if they meet the requirements set out in item 4.2 above; we shall not be responsible for delays in processing, in particular delays in payment, resulting from non-compliance with this obligation.
The invoices must comply with all VAT requirements.
Certificates of origin or a corresponding declaration by the contracting partner, movement certificates, explicit vouchers, and customs dispatch notes must be submitted with the invoice at the latest, depending on the type of dispatch and delivery for any goods not manufactured in the Federal Republic of Germany. The contracting partner must provide proof of the origin of the goods by means of an information sheet confirmed by their customs office as necessary.
The origin of newly included Contractual Objects or a change of origin must be reported to us without undue delay and without prompting.

4.4 We shall pay the invoices within 14 days with a 3% discount or within 30 days net after receipt of invoice and delivery in the case of deliveries, and after receipt of the invoice and acceptance of the service in the case of services, unless otherwise agreed in writing.
If early deliveries are accepted, the due date shall be based on the agreed delivery date.
If we receive invoices during our company holiday and the discount periods cannot be complied with accordingly, we shall have the right to deduct a discount if payment is made without undue delay after the end of our company holiday.
Discounts shall be deducted from the invoice amount including VAT.
Payments shall be made by bank transfer to bank/postal cheque accounts. The postmark shall be decisive for timely payment.
Cash on delivery, postal orders and their possible costs shall not be honoured by us.

4.5 We shall be due the rights of refusal of performance, set-off and retention to the extent permitted by law.

5. Delivery, service, delivery time

5.1 The agreed deliveries and services shall be free to the destination specified by us (DDP, Incoterms 2020, subject to the provision that unloading shall also be at the expense and risk of the contracting partner).

5.2 The agreed dates and deadlines for delivery, acceptance, commissioning, etc., shall be binding.

5.3 The deliveries must be received at the place of destination on the agreed delivery date, the services must be ready for commissioning or acceptance at the place of destination on the agreed commissioning or acceptance date; ancillary services must be provided on the agreed performance date.

5.4 If the delivery or service is not agreed free to the destination specified by us based on a separate agreement, the contracting partner must make the delivery or service available in time, under consideration of the time for loading and dispatch to be agreed with the forwarding agent.

5.5 If any circumstances arise or become recognisable to the contracting partner which prevent the contracting partner from fulfilling the contract on time and in the prescribed quality, the contracting partner must notify us in writing without undue delay, stating the reasons for the impediment. The contracting partner shall compensate us for any damages incurred due to delayed, omitted or incomplete notification.

5.6 The statutory provisions shall apply to the prerequisites and legal consequences of default in delivery or performance. In particular, we are entitled to demand compensation instead of performance after the fruitless expiry of a reasonable deadline.
If we claim damages, the contracting partner shall have the right to prove that they are not at fault for the breach of obligations.

5.7 If a delivery or service has not been performed on time by the contracting partner, we shall have the right to withdraw from the contract after the fruitless expiry of a reasonable period, even if the contracting partner is not at fault or is not at fault. § 323 BGB shall apply.

5.8 We shall have the right to assert the claim for damages in lieu of performance in accordance with item 5.6. above in addition to the withdrawal right in accordance with item 5.7. above.

5.9 Over- or underdeliveries shall only be permitted with our consent; this shall apply accordingly to partial deliveries or services.

5.10 Advance deliveries are only permitted in consultation with us. In the event of delivery earlier than agreed, we reserve the right to return the goods at the expense of the contracting partner. If the goods are not returned in the event of early delivery, they shall be stored by us or a third party at the expense and risk of the contracting partner until the delivery date. In the event of early delivery, we reserve the right to make payment only on the agreed due date.

6. Transport, transfer of risk, delivery note, packaging

6.1 If transport costs are borne by us in exceptional cases, we shall determine the mode of dispatch and the carrier; these must be requested from us in time. If this provision is not made, the contracting partner commits to choosing the most economical mode of dispatch. We shall only reimburse higher costs if these are attributable to special packaging and shipping instructions specified by us.
We are authorised to specify the packaging.
In any case, however, the deliveries or services must be packaged in such a way that transport damage is avoided during normal handling. The packaging must comply with the applicable environmental and disposal regulations. In particular, the contracting partner shall be responsible for packaging, marking, and transmitting hazardous materials and dangerous goods in accordance with the applicable statutory and official regulations.

6.2 The risk for deliveries shall pass to us upon unloading at the place of destination, in the case of deliveries with additional contractual obligations such as installation, assembly, commissioning, upon their complete fulfilment, in the case of services upon acceptance.
The contracting partner shall be obligated to insure the ordered deliveries or services against transport damage at their own expense if

- they contain materials or parts provided by us or
- advance payments have been made by us, or the price risk has been transferred to us based on a special agreement.

The contracting partner hereby assigns all claims for compensation arising from this insurance to us in the amount of the purchase price of the materials and parts provided by us or in the amount of the advance payments or other payments made for the deliveries or services; we hereby accept the assignment.

6.3 Each consignment must be accompanied by a delivery note in duplicate. All shipping and delivery documents must show all the information contained in the orders in full, in particular: Recipient, order and reference number, order date, index number, and date. The delivery note must contain additional information on gross and net weight. Partial and residual deliveries must be specially marked. In order to be able to determine the contents of a consignment without opening it, the delivery note must be inserted either under the label or under the packing paper with the note “Delivery note here”.

6.4 The contracting partner shall be responsible for all consequences arising from non-compliance with the above obligations, unless they can prove that they are not at fault for them.
Unless otherwise agreed, we shall not be obligated to store packaging material or to return it to the contracting partner.
We reserve the right to return bulky packaging goods, in particular containers, barrels, crates, etc. to the contracting partner carriage paid against a corresponding credit note after emptying and without prejudice to any transport or other wear and tear.

7. Taking delivery, acceptance

7.1 If we are prevented from taking delivery of or accepting the deliveries or services and the associated obligations such as inspection and complaint obligations as a result of force majeure circumstances or obstacles to delivery or performance which occur after conclusion of the contract or of which we only become aware after conclusion of the contract through no fault of our own and which we were demonstrably unable to foresee and prevent even by exercising due care, we shall be released from such obligations for the period and scope of the effect of these circumstances and obstacles.
Under the above conditions – occurrence or discovery through no fault of our own only after conclusion of the contract, unforeseeability and unavoidability proven by us – the above obstacles to delivery or performance include in particular:
Justified industrial action (strikes and lockouts); operational disruptions; loss of operating and auxiliary materials; staff shortages.
We shall inform the contracting partner of the hindrance and the reasons for this without undue delay.

7.2 We shall have the right to refuse taking delivery or acceptance of deliveries or services before the agreed delivery or acceptance dates. Contractual Objects delivered early may be returned or stored with third parties at the expense and risk of the contracting partner.

7.3 In the case of services, if an acceptance date has not yet been bindingly agreed, we must be notified of this no later than fourteen days before the acceptance is performed.
The contracting partner shall prepare a single copy of an inspection report with the associated material certificates for the acceptance upon our request, in accordance with which the acceptance shall be performed and on which the defects recognisable during the acceptance shall be listed. Once signed by the contracting parties, it shall be deemed an acceptance record.
If the contracting partner shall owe installation services, acceptance shall only take place after commissioning at the place of destination.
In the case of software, we must be granted a reasonable period of time for practical testing of the agreed requirements and functions (trial period) prior to acceptance.

7.4 Delivery of goods shall only be taken during our normal business hours. We shall have the right to specify limited time windows to the contracting partner within which a delivery can be made.

8. Requirements for the Contractual Objects, documents, safety data sheets, initial sample inspection, quality control, testing technology, defect investigation, liability for defects, limitation period, environmental compatibility

8.1.1 1 The Contractual Objects must comply with the subjective requirements, in particular the agreed quality requirements (product specifications), as well as the objective requirements, including the recognised rules of technology and the relevant legal provisions applicable at the time of delivery for their manufacture, distribution and use, and the regulations and guidelines of authorities, trade associations, and professional associations. In particular, occupational safety, accident prevention, and other safety regulations must be observed, such as those laid down in DIN standards, accident prevention regulations, VDE regulations, the Machine Protection Act, the GAA regulation, the technical guidelines of the TÜV, the fire prevention regulations of the responsible area, and the regulations applicable at the installation site regarding the prevention of emissions and environmental damage. Furthermore, substance bans, REACH, RoHS2 (EC Directive 2011/65/EU), the applicable rules on conflict minerals, the End-of-Life Vehicles regulation, and other marking requirements for substances and goods must be observed.
Our contracting partner shall check them for this before despatch and issue a works or test certificate at our request.

8.1.2 Negative quality agreements shall only apply if they are explicitly agreed and specify the excluded quality.

8.1.3 Documents of all kinds that we require for use, operation, processing, maintenance, storage, and transport must be provided by the contracting partner in time and without being requested to do so, free of charge.

8.1.4 The contracting partner is obligated to hand over the safety data sheets applicable to the Contractual Objects prior to initial delivery. This shall also apply to any subsequent changes in safety data sheets. They shall indemnify us against any claims to recourse by third parties if they fail to supply us with the safety data sheets or supplies them late. This shall apply accordingly to any subsequent changes.

8.1.5 In addition, the contracting partner shall, at our request, submit declarations of conformity in accordance with the applicable European directives for the respective product batch/series delivered with each delivery/service. The declarations of conformity confirm the performance of relevant tests and compliance with the contractually agreed requirements and safety criteria relating to the Contractual Objects.

8.1.6 The protective equipment required in accordance with the applicable accident prevention regulations must also be supplied, without this requiring any special reference in our orders.

8.1.7 For the initial sample inspection, reference is made to the relevant PPAP standard / VDA standard.

8.2 Our claims in the event of defects in the deliveries or services shall be governed by the statutory provisions, unless otherwise stipulated in individual agreements, the quality assurance agreement, or these ordering terms.

8.3 The contracting partner must only deliver to us Contractual Objects with the agreed documentation and certificates that have been checked by the contracting partner as part of their outgoing inspection for compliance with the requirements in accordance with item 8.1 above (in particular, a complete recorded inspection of all quality-relevant features. The complete test report with production date is documented by the contracting partner and made available to us on request).
If any deviations are found during the outbound inspection of the contracting partner in this respect, delivery must only be made to us if the contracting partner has informed our quality assurance department in writing in advance and we have agreed to a special release in writing.
The contracting partner must provide the quantity already produced, our order number, the error description, and the scope of the error within the scope of the written information. The Contractual Objects concerned must be clearly marked until our decision is made. In the interests of both parties, we shall process any special release applications received promptly and inform the contracting partner of the decision in writing. Any special release shall be limited to a fixed quantity, at most to the quantity already produced in deviation from the specification.

8.4 The contracting partner shall inform us without undue delay if they detect an increase in the deviations of the actual quality from the target quality of the Contractual Objects (quality problems, quality drops), stating any planned remedial measures. If we return defective Contractual Objects to the contracting partner, the contracting partner shall be obligated to inspect the defective return shipment and to inform us of the causes of the defect and the intended remedial measures upon request.

8.5 The contracting partner shall ensure that they can determine without undue delay which Contractual Objects are or may be affected by such an error if an error occurs by marking the Contractual Objects (serial and/or revision number) and by other suitable measures. The contracting partner shall inform us about the above marking system and the other measures in such a way that we can make our own determinations to the extent necessary.

8.6 We must be informed in writing of any planned changes to the manufacturing processes, the equipment (in particular manufacturing facilities), and the quality management system in time, but at least six months before the change is implemented, as far as the change may have an influence on the agreed product quality. Contractual objects subject to a change as described above must only be delivered with our explicit written approval.

8.7 We shall have the right to perform a process acceptance test at the contracting partner's premises. The date for the acceptance test shall be set jointly. The contracting partner is responsible for ensuring that all measures to ensure a positive process acceptance are performed in advance. If, for reasons for which the contracting partner is responsible, repeat inspections have to be performed, we shall have the right to charge the costs incurred for this to the contracting partner.

8.8 We shall only be obligated to accept the delivery/service if the delivery/service, including the agreed documentation and certificates, is complete and the Contractual Objects fulfil the contractual requirements in accordance with item 8.1.

8.9 We shall have the right to give notice of defects of the deliveries within five working days of receipt of the delivery in the case of obvious defects and within five working days of discovery in the case of hidden defects. In the case of deliveries with additional contractual obligations, such as installation, assembly and commissioning, the complaint period shall commence upon fulfilment of the above obligations by the contracting partner.

8.10 The limitation period for claims for defects shall be governed by the statutory provisions but shall in any case be at least 36 months for deliveries and services. For Contractual Objects that are repaired or subsequently delivered within the limitation period, the limitation period shall recommence from the date of subsequent performance. Defects of title shall be subject to a limitation period of ten years. The limitation period for recourse claims is based on the statutory conditions.

8.11 In the case of defective deliveries, we may demand subsequent performance at our discretion in the form of a faultless replacement or remedy of defects, in the case of defective service in the form of the production of a new work or remedy of defects. The contracting partner is obligated to bear all expenses necessary for the purpose of subsequent performance. The return of defective deliveries or services by us shall be at the expense and risk of the contracting partner. We shall have the right to retain a reasonable number of retained samples for evidence purposes.
If the inspection of the Contractual Objects is performed by us in accordance with generally applicable statistical sampling procedures (AQL values), we shall be entitled, without prejudice to our other claims, if the permissible limit quality values or the AQL values are exceeded, to reject the entire delivery or, in agreement with the contracting partner, to have it inspected by us at 100% or at the contracting partner's expense and risk and to demand compensation for the parts that are actually defective.
If subsequent performance does not take place within a reasonable period of time determined by us, we shall have the right to the full statutory claims (in particular reduction, withdrawal from the contract, compensation for damages, in particular also compensation for damages instead of performance, in each case if the statutory requirements are met).

8.12 If we have sold a newly manufactured item delivered by the contracting partner and already defective at the time of the transfer of risk to us to a customer and have to bear expenses towards the customer due to the defect in accordance with § 439 (2) BGB or in accordance with § 475 (4) or (5) BGB, we are entitled to recourse against the contracting partner without restriction in accordance with the statutory provisions. This shall also apply to the limitation period for our rights of recourse.

8.13 We are entitled to perform subsequent performance of the deliveries ourselves at the expense of the contracting partner if there is imminent danger or particular urgency. The right to direct performance in accordance with § 637 BGB for services is also reserved explicitly.

8.14 If the deliveries or services are partially defective, we shall have the right to assert our claims for defects either with regard to the entire delivery/service or the defective part.

8.15 The contracting partner shall inform us of any significant defects and potential or actual hazards arising from their deliveries of the Contractual Objects (including ancillary services) that have occurred at their customers or their purchasers.

8.16 The contracting partner commits to using environmentally friendly products and processes for their deliveries or services and also for supplies or ancillary services of third parties within the scope of economic and technical possibilities. The contracting partner shall be liable for the environmental compatibility of the delivered products and packaging materials and for all consequential damage caused by the violation of their statutory disposal obligations.

9. Product liability, product recall, liability insurance cover

9.1 If any claim is raised against us by an injured party based on product liability under domestic or foreign law, the contracting partner shall be obligated to indemnify us against claims for damages on first demand as far as the cause lies within their sphere of control and organisation and they himself is liable in relation to third parties.

9.2 Within the scope of their liability for cases of damage within the meaning of 9.1, the contracting partner shall also be obligated to reimburse any expenses in accordance with §§ 683, 670 BGB and §§ 830, 840, 426 BGB that arise from or in connection with a recall action performed by us. We shall inform the contracting partner about the content and scope of the recall measures to be performed – as far as possible and reasonable – and give them the opportunity to comment. Other legal claims shall not be considered in this.

9.3 The contracting partner commits to maintaining adequate product liability insurance with a product- and industry-specific adequate sum insured; if we are entitled to further claims for damages, these shall remain unaffected.

10. Third-party property rights

10.1 The contracting partner guarantees that no third-party rights in the Federal Republic of Germany are infringed by or in connection with the Contractual Objects, with the exception of infringements based on our production documents, data and means of production or product specifications specified by us. There shall be a corresponding obligation of the contracting partner for our export countries of the Contractual Objects known to the contracting partner upon conclusion of the contract.
The contracting partner shall ensure, in particular through appropriate agreements with their employees or authorised representatives, that the purpose of the contract, in particular the contractually agreed scope of use for software, is not impaired by any joint authorship or other rights. At our request, the contracting partner shall in particular provide evidence of the conclusion of corresponding agreements with the persons involved in the creation of the software program.

10.2 If any claims are asserted against us by a third party due to an infringement of rights, the contracting partner is obligated to indemnify us against these claims upon first written request; we are not authorised to make any agreements with the third party, in particular to conclude a settlement, without the consent of the contracting partner.

10.3 The contracting partner's obligation to indemnify shall also apply to all expenses necessarily incurred by us as a result of or in connection with claims asserted by a third party.
If necessary, our contracting partner must provide us with legal assistance or, at our request, enter into any legal disputes at their own expense.

10.4 We reserve the right to assert any claims for damages against the contracting partner.

10.5 The limitation period for our claims in accordance with items 10.1. to 10.4. above is ten years, beginning with the conclusion of the respective contract.

10.6 The contracting partner shall inform us of the use of their own and licensed industrial property rights and applications for industrial property rights relating to the Contractual Objects upon our request.

11. Procurement liability of the contracting partner

In any case, the contracting partner shall be responsible for the supplies and services procured by them as for their own deliveries or services. This shall apply in particular regarding any defects.

12. Liability on our part

12.1 In cases of negligence, our liability to pay compensation shall be limited to the foreseeable, typically occurring damage. In cases of ordinary negligence, we shall only be liable in the event of a breach of a material contractual obligation (an obligation the compliance with which is essential for the proper performance of the contract and on compliance with which the contracting partner may regularly rely).

12.2 The limitation of liability and the exclusion of liability in accordance with item 12.1. above shall apply irrespective of the legal nature of the claim asserted, i.e., in particular also for claims for damages due to culpa in contrahendo, other breaches of obligations or tortious claims for compensation for property damage in accordance with item 823 BGB.

12.3 As far as our liability is excluded or limited in accordance with items 12.1. and 12.2. above, this shall also apply to the personal liability of our employees, workers, staff, representatives, and vicarious agents.

12.4 Liability for culpable injury to life, limb, or health remains unaffected; this also applies to mandatory liability under the Product Liability Act.

13. Offsetting, rights of retention, assignment

13.1 Offsetting against our claims arising from the business relationship is only permissible if our contracting partner can offset against a legally established claim or a claim explicitly recognised by us.
The same applies to the assertion of rights of retention.

13.2 Assignments of claims are only permitted with our written consent.

14. Title in the Contractual objects

14.1 Contractual Objects, production documents and means of production of all kinds to be supplied or procured by the contracting partner shall become our property at the latest upon payment by us.

14.2 An extended retention of title by the contracting partner is generally excluded.

15. Non-disclosure obligation, prohibition of utilisation

15.1 The contracting partner commits to making all information and documents that become accessible to them in connection with the contracts entered into with us and that are designated as confidential or that are recognisable as confidential due to other circumstances (“Business Secret”) the subject of adequate confidentiality protection measures, in particular to keep them secret for an unlimited period of time and – unless necessary to achieve the purpose of the contract – neither to record them nor to pass them on to third parties or to exploit them in any way. Any reverse engineering and any systematic, in particular algorithm-supported analysis and evaluation of trade secrets, as well as the combination of trade secrets with algorithm-supported analysis or evaluation of non-confidential information is equally forbidden.

15.2 This obligation shall not apply to information that was accessible to the public when the contract was concluded or that becomes accessible through no fault of the contracting partner or to information that was already in the possession of the contracting partner.

16. Data protection

16.1 In connection with the initiation and execution of the contract, the processing of personal data of contact persons at the contracting partner, their vicarious agents or authorised representatives is necessary. We shall process this personal data based on a legitimate interest in order to be able to track the business relationship with the contracting partner and to ensure the necessary communication in this respect. As far as the provision of the contractually agreed service requires the involvement of third parties (e.g., our own employees, IT functions used, etc.), personal data will be passed on to them. This may also include companies outside Europe. We comply with the statutory provisions on data protection as part of our appropriate data protection management. We provide the relevant applicable data protection information from case to case regarding any the data collected and their respective processing.

16.2 In connection with the initiation and execution of the contract, we pass on personal data of our employees, vicarious agents, and authorised representatives to the contracting partner to the extent necessary in order to enable the contractual processing of the business relationship with the contracting partner and to ensure the necessary communication in this respect. The contracting partner must only use this personal data to fulfil the respective contracts concluded with us. They commit to providing us with their corresponding data protection information for forwarding to the data protection officers belonging to our organisation without undue delay upon request.

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18. Code of conduct for suppliers

18.1 The following shall apply in connection with the provision of the agreed service to us: The contracting partner upholds internationally recognised human rights and complies with the ban on forced and child labour. Furthermore, the contracting partner shall at least comply with the applicable statutory provisions or agreements, including those with social partners on remuneration and the applicable statutory provisions on working hours and holidays. The supplier respects freedom of association and does not discriminate based on gender, skin colour, nationality, disability, political conviction, ethnic or social origin, religion, age, sexual orientation, or any other grounds. The contracting partner shall ensure a safe and healthy working environment and shall take appropriate measures to ensure health and safety in the workplace. These requirements can be found in the “vapic Code of Conduct for Suppliers”, which you can download from our website.

18.2 We shall have the right to verify the contracting partner's compliance with the requirements in accordance with item 18.1 in connection with the provision of their services for us (audit right), e.g., by inspecting the relevant documents and/or through on-site visits. The contracting partner shall grant us access to their production and operating facilities and other premises during normal business hours and after reasonable prior notice, as far as this is necessary for the inspection for this purpose. We shall announce the visit with an appropriate lead time. In the event of reasonable suspicion of a breach of the requirements of item 18.1 in connection with the provision of services for us, we shall also have the right to make unannounced visits. We shall reasonably consider the ongoing business operations of the contracting partner and their business secrets and shall comply with the applicable legal requirements, in particular statutory data protection, when exercising our audit rights.

18.3 The contracting partner shall inform us in writing without undue delay if there is a breach of the requirements under item 18.1 in their business operations and the breach is or may be related to their provision of services to us.

18.4 We may demand that the contracting partner initiate specific and appropriate remedial measures without undue delay to eliminate the infringement.

18.5 If the contracting partner fails to initiate remedial measures to remedy a breach of the requirements in accordance with item 18.1 within a reasonable period of time, which shall not exceed one month from the request to do so, or if the remedial measures have no effect within a reasonable period of time, we shall have the right to terminate or withdraw from the contract with immediate effect after the unsuccessful expiry of a reasonable grace period or after an unsuccessful warning. If the breach of the requirements under item 18.1 is so serious that we cannot reasonably be expected to adhere to the contract, we shall also have the right to terminate or withdraw from the contract with immediate effect.

19. Place of performance

The place of performance for deliveries is the place of destination specified by us, without any special provision the registered office of our company; the place of performance for our payments is also the registered office of our company.

20. Place of jurisdiction, applicable law, general provisions

20.1 If the contracting partner is a merchant, the place of jurisdiction for all obligations arising from the contractual relationship – including for matters relating to bills of exchange and cheques – shall be the registered office of our company or, at our discretion, the registered office of the contracting partner. The above agreement on the place of jurisdiction also applies to contracting partners based abroad.

20.2 All rights and obligations arising from the contractual relationship between us and the contracting partner shall be governed exclusively by the law of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG): United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980) shall apply.

20.3 If any a provision in these terms and conditions or a provision within the scope of other agreements is or becomes invalid, this shall not affect the validity of any of the other provisions or agreements.