Terms and Conditions of Purchase of the company Baumann GmbH

I. General information

These Terms and Conditions of Purchase apply exclusively to all legal relationships between Baumann GmbH and suppliers, even if any terms and conditions of the supplier deviate from these.

General terms and conditions of the Supplier shall only become part of the contract if and insofar as we have expressly agreed to their validity in writing. This shall also apply in the event that we accept the Supplier's deliveries unconditionally, or if we pay for them in the knowledge that the Supplier's terms and conditions of business conflict with or deviate from our Terms and Conditions of Purchase. In the event that the Supplier objects to our Terms and Conditions of Purchase, we shall be entitled to withdraw from the contract without further cost obligations.

If a framework agreement exists between the Supplier and our company, these Terms and Conditions of Purchase shall apply both to the framework agreement and to the individual order.

It is mandatory that the supplier maintains a quality management system. The Supplier agrees, upon prior notice, to grant our employees and our customers access to its premises for the purpose of conducting on-site inspections, supplier potential analyses, or supplier audits.

Legally relevant declarations and notifications of the Supplier with regard to the contract (e.g. setting deadlines, reminders, withdrawal) must be made in writing, i.e. in written or text form (e.g. letter, email). Legal formal requirements and other evidence, in particular in cases of doubt as to the legitimacy of the declarant, remain unaffected.

Should individual clauses of these Terms and Conditions of Purchase be invalid in whole or in part, this shall not affect the validity of the remaining clauses or the remaining parts of such clauses.

II. Orders/Order Confirmations

Offers and cost estimates should be submitted free of charge, unless otherwise agreed.

Orders shall be placed in writing, by telephone, fax or remote data transmission on the basis of these Terms and Conditions of Purchase in conjunction with the valid quality assurance guidelines.

The delivery dates stated in the order are binding. If no immediate rejection is made by the Supplier after receipt of the order, the order and the date indicated shall be deemed to have been accepted.

After receipt of the order by the supplier, we expect an unconditional written order confirmation in electronic form within 3 working days by email to the address: einkauf@baumann-automation.com.

Our orders and agreements are only binding for us if they have been issued by us stating the order number.

If an article requires specific storage conditions, we need to be informed by email to the address: einkauf@baumann-automation.com.

III. Prices

The prices agreed at the time of the order for the delivery date are binding. Unless expressly agreed otherwise in writing, this price includes "free home delivery" including packaging and goods carriers.

Price increases require the explicit written consent of our company.

Costs for transport including packaging, insurance and all other additional costs shall be paid by the contractor, unless expressly agreed otherwise.

IV. Invoices/terms of payment

All invoices must include our order number and article numbers. Invoices will only be accepted electronically as a PDF file to the email address rechnung6754@baumann-automation.com. Each invoice should be processed as a separate PDF file with the invoice number as the file name.

The customs tariff number, country of origin and net weight must be indicated for each item. For items originating in the USA, the ECCN number must then also be indicated.

Invoices will be paid by our company either within 14 days with the deduction of a 3% discount, or within 30 days without deduction.

Payment and discount periods run from receipt of the invoice, but not before receipt of the goods or, in the case of deliveries, not before their acceptance and, if documentation is part of the scope of services, not before their contractual handover to us.

The invoice must show the date of delivery and performance.

V. Delivery Dates/Scope of Delivery/Transfer of Risk

Agreed delivery dates are binding. We must be notified of impending delays in delivery immediately. Partial deliveries are only permitted following approval by the customer.

The delivery conditions for production parts can be found in our "Delivery and Document Conditions", which can be found on our website in the tab Company/Purchasing: https://www.baumann-automation.com/en/unternehmen/purchasing.php (Baumann Homepage -> Company -> Purchasing)

All shipments must be accompanied by a delivery bill indicating our purchase order number and item numbers. The customs tariff number, country of origin and net weight must be indicated for each item. For items originating in the USA, the ECCN number must then also be indicated.

If an article requires a serial number, the serial number must be noted on the packaging or - if clearly assignable - on the delivery note. Otherwise an assignment can not be guaranteed.

The Supplier shall provide with the delivery all documentation and information required by law for the respective item supplied, in the prescribed form and language. This shall include, in particular, operating instructions, safety information, assembly and installation instructions, EU Declarations of Conformity and/or EU Declarations of Incorporation, as well as any conformity and production documentation required by law.

Where provision in digital form is legally permissible, the documents shall be provided in a commonly used format that remains permanently accessible and can be printed. Where operating or assembly instructions are provided digitally, the Supplier shall ensure that they can be downloaded, saved and printed in accordance with the applicable legal requirements.

Such documents shall remain accessible for a period appropriate to the expected service life and, in any event, for at least the minimum period prescribed by law.

At the request of Baumann GmbH, the Supplier shall promptly provide all documents and information required as evidence of conformity.

The supplier shall bear the risk of accidental loss and accidental deterioration until the goods are handed over at the place of destination. The deliveries shall be insured against transport damage at his expense.

For deliveries from a country outside Germany that is a member of the EU, the supplier's EU VAT identification number must be provided.

In the event of a delay in delivery that results in a production disruption or a production standstill at Baumann, the costs incurred may be passed on to our supplier or a claim for damages may be made.

VI. Safety and environmental protection

The deliveries shall comply with all applicable statutory and regulatory requirements, in particular those relating to safety, health, environmental protection and product safety. Where applicable to the respective item supplied, the requirements of Regulation (EU) 2023/1230 on machinery, as well as all other relevant European and national product legislation, as amended from time to time, shall in particular be complied with.

Where the products supplied fall within the scope of the Cyber Resilience Act, the Supplier shall comply with the applicable requirements. Upon request, the Software Bill of Materials (SBOM) shall also be provided with the delivery.

The goods must be protected against damage by suitable packaging and proper transport. The size of the packaging should be chosen to be efficient, environmentally friendly and sustainable.

The EU Chemicals Regulation (EC) No. 1907/2006 regulates the registration, evaluation, authorisation and restriction of chemicals. The Supplier is obliged to comply with the requirements of this "REACH Regulation", as amended from time to time. Each supplier of an article containing a SVHC substance on the candidate list at a concentration of more than 0.1% by mass must submit a list of these articles and identify the SVHC substances they contain.

The metals tin, tungsten, tantalum and gold originating from the Democratic Republic of Congo and its neighbouring countries are also referred to as 3TG. Trade in these "conflict minerals" supports armed conflicts and human rights violations.

The Dodd-Frank Act (Dodd-Frank Wall Street Reform and Consumer Protection Act) contains disclosure and reporting obligations regarding the use of 3TG and transparency in the supply chain. In accordance with the Dodd-Frank Act, Supplier shall ensure that it discloses the use of conflict materials for its products and takes steps to use compliant 3TG sources.

All persons performing work on the company premises on behalf of Baumann must conduct themselves in accordance with the provisions of the company regulations for the respective location.

Please also refer to our Quality and Environmental Policy on our web page.

VII. Code of Conduct

We assume compliance with the basic employee rights of the applicable national legislation.

In addition, we expect our suppliers to behave in a manner consistent with our corporate values as set out in our Code of Conduct.

This can be viewed on our website under the tab Company/Purchasing: https://www.baumann-automation.com/en/unternehmen/purchasing.php (Baumann Homepage -> Company -> Purchasing)

VIII. Retention of ownership

Ownership of the delivered goods shall pass to us after payment has been made. Any extended or expanded retention of title is excluded.

IX. Warranty/Damages/Statute of limitations

The delivery shall be free from material defects and defects of title and shall comply with the contractually agreed characteristics, standards and safety, accident prevention and other regulations.

In the event of a fault, we shall be entitled to the statutory rights and claims.

The statute of limitations is two years. In the case of contracts, the period of our warranty claims shall commence upon delivery to us, in the case of delivery with lists or other services, but only upon acceptance by us.

Legal provisions which provide for a longer limitation period shall remain unaffected.

X. Spare parts supply

The supplier must guarantee the supply of spare parts for electronic components for at least 7 years and for mechanical components for at least 10 years.

Should the production of a component be discontinued in whole or in part, we must be informed immediately. However, we must be informed at the latest 1 year before "Last-Order-Date".

Information about the discontinuation must always be sent to the following e-mail address einkauf_abkuendigungen@baumann-automation.com stating the material number concerned as well as an equivalent, compatible alternative product including the corresponding data sheets.

XI. Rights in the event of defects in material/product liability

Only such deliveries and services shall be recognized by us as being in conformity with the contract which correspond to our order and the drawings submitted for the order in terms of type, quality and execution.

Claims for material defects shall become statute-barred after 24 months. This shall not apply if longer periods are prescribed by law.

In the event of notices of defects, payments of the purchaser may be withheld which are in reasonable proportion to the material defects which have occurred.

The Supplier shall carry out a quality assurance which is suitable in terms of type and scope and which corresponds to the respective state of the art and shall provide evidence thereof to the Purchaser upon request.

Insofar as the supplier is responsible for product damage, they shall indemnify us against all claims for damages by third parties.

The supplier shall take out appropriate product liability insurance and maintain it for the duration of the business relationship.

XII. Confidentiality

All orders and all associated commercial and technical details shall be treated as business secrets.

All drawings and other technical documents provided for the execution of orders shall remain our property and may only be used to the extent approved by us.

The contractual parties undertake to keep secret all information received in this contractual relationship, such as documents, plans, samples, drawings, etc., for an unlimited period of time. Any disclosure to third parties required for the fulfilment of the contract requires the written consent of the purchaser.

XIII. Place of performance, jurisdiction and choice of law

The place of performance for all deliveries and services shall be the place of receipt specified in the order.

The place of jurisdiction for all legal disputes arising from the orders and deliveries shall be Amberg, provided that the Supplier is a registered trader or a legal entity under public law. We reserve the right to sue the Supplier also at another place of jurisdiction.

The law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods.