

1. Order and Prices

(1) These Terms and Conditions of Purchase apply to our orders. Conflicting sales and delivery terms of our suppliers do not bind us, even if we do not expressly object to these terms and conditions.

(2) Our orders are legally binding for both parties if they are placed on our order forms and confirmed immediately by the supplier. If the order acceptance is not sent to us within 10 days of receipt of our order, we reserve the right to withdraw the order.

2. Delivery / Acceptance

(1) The delivery must correspond in design, scope, and schedule to the order or our delivery schedule and be completed on time; the quantities, dimensions, and weights determined by us during the incoming goods inspection shall be decisive. We are not obligated to accept partial or additional deliveries not agreed upon.

(2) If the agreed delivery dates are not met, the supplier must compensate us for the damages caused by the delay within the framework of the statutory provisions. In the event of repeated delays, we are entitled to withdraw from the contract.

(3) Natural disasters, riots, official measures, transport disruptions, strikes, lockouts, and other operational disruptions in our or our suppliers' operations that result in a cessation or restriction of our production or prevent us from transporting the ordered goods shall release us from our obligation to accept delivery for the duration and extent of their impact, provided we are unable to avert these disruptions or their averting by reasonable means. Claims by the supplier for consideration or damages are excluded in such cases. If transport is impeded, the supplier must properly store the goods at its own expense and risk until they are taken over by or for us.

3. Defective Deliveries - Warranty

(1) We are not bound by any deadlines for filing complaints regarding defects, either with regard to obvious or hidden defects. Hidden defects entitle us to demand compensation for wasted materials and labor.

(2) In urgent cases, we are authorized to have the defects remedied at the supplier's expense or, if this is not possible, to obtain supplies from another supplier at the supplier's expense.

(3) Unless otherwise agreed regarding the warranty, the supplier assumes a warranty for its deliveries in accordance with statutory provisions.

(4) Goods not delivered in accordance with the contract will be returned at the supplier's expense and risk. If deliveries are repeatedly not made in accordance with the contract, we are entitled to withdraw from the contract.

4. Shipping - Costs - Transfer of Risk

We reserve the right to determine the shipping route and method, as well as the means of transport and the type of packaging. Unless otherwise agreed, deliveries are to be made free wagon/truck. The INCOTERMS in the version valid at the time of contract conclusion apply to all trade terms.

5. Third-Party Intellectual Property Rights

The supplier is liable for ensuring that its delivery and use by us do not infringe any patents or other intellectual property rights of third parties, domestically or abroad.

6. Delivery Documents

Goods must be shipped using the delivery notes provided by us or the standard delivery note of the automotive industry printed by the supplier. A delivery note must be issued for each shipment and, unless otherwise agreed, an invoice must be issued for each delivery note.

7. Invoice and Payment

(1) E-invoices must be submitted in ZUGFeRD format or as an X-invoice to invoices@volke.de. Invoices in PDF format require our approval and prior agreement.

(2) Payment is due on the 25th of the month following delivery. At the same time, the supplier will receive any accounting documents still in process from previous months; the account balance will be deemed accepted if no objection is raised within 10 days. The method of payment is left to us. If an early delivery is accepted, the agreed date will be deemed the delivery date.

(3) The supplier is not entitled to assign its claims against us or have them collected by third parties without our consent.

8. Production Equipment

(1) Production equipment, such as models, samples, dies, tools, gauges, drawings, and the like, which we provide to the supplier or which the supplier manufactures according to our specifications, may not be sold, pledged, or otherwise transferred to third parties, nor used in any way for third parties, without our consent. The same applies to items manufactured using these means of production; they may only be delivered to us unless we have given our written consent to other use.

(2) After our orders have been processed, the means of production provided by us or manufactured for our account must be returned to us without special request.

(3) Items that we have developed or further developed in cooperation with the supplier may only be delivered to us.

9. Company and Trademarks

Our company and trademark logos, as well as part numbers, must be affixed to the goods we order if our drawings require this or if we have issued instructions to do so. Items marked in this way may only be delivered to us. Returned or rejected goods marked with our company or trademark logos must be rendered unusable.

10. Trade Secrets / Advertising

(1) The supplier is obligated to treat our orders and all related commercial and technical details as trade secrets.

(2) The supplier's advertising may only refer to the business relationship with us if we have consented to this in writing.

11. Continued Validity in the Event of Partial Invalidity

Should any provision of these Terms and Conditions of Purchase be invalid for any reason, the validity of the remaining provisions shall remain unaffected.

12. Deviating Agreements

Changes to the order are only valid if agreed upon in writing.

13. Place of Performance - Place of Jurisdiction

(1) The place of performance for all obligations of both parties is Wolfsburg, unless otherwise agreed upon in writing.

(2) The place of jurisdiction for all disputes arising from our orders is the court with jurisdiction for Wolfsburg. However, we are also entitled to bring proceedings before the courts at the supplier's place of business.

(3) Our orders, their conclusion, interpretation, and execution, as well as all resulting contractual and business relationships, shall be governed by German law.