

General Terms and Conditions of Purchase

Harzer Zinkoxide GmbH, Landstraße 93, 38644 Goslar – Germany

– hereinafter „HZO“

I. Scope

1. All deliveries, services and offers of our suppliers are made exclusively on the basis of these General Terms and Conditions of Purchase. These are part of all contracts we conclude with our suppliers about the supplies or services they offer. They also apply to all future deliveries, services or offers to us, even if they are not separately agreed again.
2. Terms and conditions of our suppliers or third parties shall not apply, even if we do not separately object to their validity in individual cases. Even if we refer to a letter that contains or refers to terms and conditions of the supplier or a third party, this does not imply agreement with the validity of these terms and conditions.
3. For the purchase of non-ferrous metals, the "General Terms of Metal Trading" issued by the Verband Deutscher Metallhändler e.V., as amended, shall apply in addition.

II. Conclusion of Contract

1. Only written orders or orders in text form are binding for us. Verbal agreements require written confirmation or a confirmation in text form.
2. The preparation of offers is not binding and free of charge for us. Eigentumsvorbehalte) are not permitted.

III. Shipping / Receipt of Goods

1. Unless otherwise agreed, delivery shall be free of charge to our receiving plant at the supplier's risk. The shipping address, order number and department specified by us are to be stated in all correspondences, delivery slips, consignment notes, shipping receipts, packages addresses, invoices, etc.
2. When supplying chemicals or hazardous substances, the pertinent DIN safety data sheets are to be enclosed with the order confirmation or, at the latest, with the delivery.

IV. Delay in Delivery

1. The supplier shall be liable for any delay in accordance with statutory provisions.
2. It undertakes to inform us immediately in writing or in text form if circumstances arise that will result in the supplier being unable to adhere to the agreed delivery time. This notification does not, however, release the supplier from its liability for delay in delivery.

V. Liability for Defects

The supplier's liability for damages to the goods supplied is compliant with statutory provisions.

VI. Prices / Invoice / Payment

1. The price stated in the order is binding.
2. Unless otherwise agreed in writing or in text form, the price includes delivery and transport to the shipping address specified in the contract including packaging.
3. Unless otherwise agreed, we shall pay the purchase price net within 30 days of delivery and receipt of the invoice.

VII. Property Rights

The supplier shall guarantee that no patents or intellectual property rights are infringed when executing the order. The supplier must compensate for all shortcomings and release us from any third party claims that could arise or that could be made against us with regard to the deliveries and services to be performed by it resulting from an infringement of commercial intellectual property rights. Any patent or licence fees are included in the price.

VIII. Drawings / Tools / Models

The required number of drawings, tools and statistical calculations are to be submitted to us free of charge upon request. The drawings and tools provided by us shall remain our property and the supplier may not use or copy these either in whole or in part or make them accessible to third parties without our express written permission. The supplier shall insure the tools and models belonging to us against fire, water damage and theft at its own costs.

IX. Force Majeure

In the event of force majeure and all other incidents that are outside of our range of influence and that lead to a limitation or adjustment of our named receiving plant such as war, riot, seizure or other official measures, strike, lockout, fire, natural disasters, sanctions, embargoes etc. we are entitled to postpone our contractual obligations by an appropriate amount of time or to rescind from the contract. Claims for damages cannot be derived from this.

X. Retention of Title

1. Retention of title of the supplier shall only apply insofar as they relate to our payment obligation for the respective products to which the supplier reserves the ownership. In particular, extended retentions of title (erweiterte und verlängerte Eigentumsvorbehalte) are not permitted.
2. If we provide the supplier with material, products or parts, we reserve the right of ownership. Processing or transformation is made on our behalf.

XI. Assignment

An assignment of the claim arising from the order against us as well as the complete or partial fulfilment of the order by subcontractors is only permitted with our prior written consent.

XII. Confidentiality

1. The supplier is obliged to keep the conditions of the order as well as all information and documents made available to him for this purpose (with the exception of publicly available information) confidential for a period of three years after the conclusion of the contract and only for the execution of the order to use. It will promptly return them to us upon demand after completing requests or executing orders.
2. Without our prior written consent, the supplier may not refer to the business relationship in advertising material, brochures, etc. and may not exhibit delivery items manufactured for us.

XIII. Data Protection

Personal data that the supplier receives from us for the fulfilment of the contractual obligations (pursuant to Art. 6 (1) sentence 1 (b) DSGVO - GDPR) may only be processed or used to fulfil the contract. Processing for purposes outside of the contract is not permitted.

XIV. Place of Performance / Place of Jurisdiction / Applicable Law

1. Place of performance is our receiving plant named overleaf.
2. Place of jurisdiction is Goslar.
3. The contracts concluded between us and the supplier are subject to the laws of the Federal Republic of Germany to the exclusion of the Convention on the International Sale of Goods (UN Convention on the International Sale of Goods - CISG).

These General Terms and Conditions of Delivery are drafted in the English and German language. The English version is only a convenience translation of the German version. In case of any discrepancy between the English and the German version, the German version shall prevail.