

## 1 GENERAL, SCOPE OF APPLICATION

- 1.1 The terms and conditions of purchase of Hagedorn Bau shall apply exclusively; any terms and conditions of the supplier that conflict with or deviate from the terms and conditions of purchase of Hagedorn Bau GmbH shall only apply if Hagedorn Bau GmbH has agreed to them in writing. Hagedorn Bau GmbH's Terms and Conditions of Purchase shall also apply if Hagedorn Bau GmbH has accepted the delivery without reservation in the knowledge that the supplier's terms and conditions conflict with or deviate from Hagedorn Bau GmbH's Terms and Conditions of Purchase.
- 1.2 All agreements made between Hagedorn Bau GmbH and the supplier during contract negotiations must be made in writing.
- 1.3 The Terms and Conditions of Purchase shall only apply to companies within the meaning of § 14 BGB (German Civil Code).
- 1.4 The Terms and Conditions of Purchase shall also apply to all future transactions with the Supplier.
- 1.5 Insofar as the contractual services construction services or other work services, the General Terms and Conditions of Contract of Hagedorn Bau GmbH as of 1 September 2019 shall take precedence over these Terms and Conditions of Purchase.

## 2 OFFER, CANCELLATION

- 2.1 If Hagedorn Bau GmbH's order is not based on a previous offer from the supplier or deviates from it in terms of content, the supplier may accept it in writing within a period of 2 weeks from receipt of the offer, unless Hagedorn Bau GmbH specifies a different period for acceptance. After expiry of this period, Hagedorn Bau GmbH's order shall lapse. Written acceptance shall be deemed equivalent if the supplier commences delivery or performance of other contractual services without reservation.
- 2.2 Hagedorn Bau GmbH is entitled to terminate the contract at any time. If the contract is cancelled, § 649 sentence 2 BGB shall apply accordingly. In this case, the supplier is obliged to provide Hagedorn Bau GmbH with the documents and information required for an examination of the deductions mentioned in § 649 sentence 2 BGB.

## 3 PLACE OF FULFILMENT, DELIVERY, SHIPPING

- 3.1 The place of fulfilment is the location of the place of use/delivery of the client specified in the contract.
- 3.2 Delivery must be made at the risk and expense of the supplier free to the construction site or other destination. The place of use, department, cost centre, order number (if applicable), date of the order and other notes requested in the order must be stated on the delivery note or other shipping documents. The consequences of incorrect, incomplete or late shipping documents shall be borne by the supplier.
- 3.3 Each delivery/service of the supplier shall be handed over at the specified destination exclusively against a confirmation of receipt from Hagedorn Bau GmbH.
- 3.4 Insofar as delivery in lorry trains or lorry semi-trailers has been agreed, it is additionally agreed that residual quantities of the scope of delivery shall be delivered by solo lorries without any additional charge being made for this. Transport or additional transport costs may only be charged if this has been expressly agreed in writing with Hagedorn Bau GmbH.
- 3.5 If the delivered material is supplied with packaging or transport aids (e.g. pallets) for a fee, the supplier undertakes to collect these auxiliary goods from the place of use free of charge and with immediate reimbursement of the calculated fees on request and to dispose of them properly if necessary.

## 4 PRICES, TERMS OF PAYMENT, INVOICES

- 4.1 The price stated in the order is binding. Unless otherwise agreed in writing, price shall include delivery to the construction site or another contractual destination, including packaging. Unless otherwise agreed in individual cases, the supplier must collect packaging and transport aids free of charge for Hagedorn Bau GmbH. If the supplier fails to fulfil this obligation despite being set a reasonable deadline, Hagedorn Bau GmbH may dispose of the packaging at the supplier's expense.
- 4.2 The prices stated in the order are fixed prices until the end of the construction period and exclude subsequent claims. They do not include the supplier's statutory value added tax. Insofar as the supplier is liable for payment, it must also show and collect the statutory VAT separately in accordance with the German Value Added Tax Act (UStG).
- 4.3 Additional and/or changes to the deliveries/services must be made in writing and will only be recognised and remunerated Hagedorn Bau GmbH if they are made in writing.
- 4.4 Unless otherwise agreed in writing, Hagedorn Bau GmbH shall pay the purchase price within 14 days of receipt of an invoice verifiable by Hagedorn Bau GmbH with a 3% discount or within 30 days net. The date of payment in the case of transfer or payment from one of Hagedorn Bau GmbH's accounts shall be the date on which the transfer order is handed over or sent to the post office or to the financial institution, provided that Hagedorn Bau GmbH's account shows sufficient funds for the execution of the transfer order.
- 4.5 Hagedorn Bau GmbH shall be entitled to rights of set-off and retention to the extent permitted by law.
- 4.6 Invoices must be submitted to Hagedorn Bau GmbH in a single copy. Invoices must be issued separately for materials delivered to different destinations or construction sites. Invoices must be sent to the construction site or other destination, the cost centre specified in the order and the order date. Invoices are to be sent exclusively :

Hagedorn Bau GmbH  
Werner-von-Siemens-Str. 18  
33334 Gütersloh

## 5 DELIVERY TIME, DELAY, CONTRACTUAL PENALTY

- 5.1 The delivery/performance date specified in the order is binding. Early delivery requires early notification and the consent of Hagedorn Bau GmbH.
- 5.2 If a specific delivery date has not been agreed, the delivery shall be made on call. In this case, it shall be carried out at short notice and within a reasonable period of time.
- 5.3 The supplier must inform Hagedorn Bau GmbH immediately and demonstrably in writing if there are circumstances that appear to jeopardise compliance with the delivery date owed or, if a delivery date has not been agreed, timely delivery. If Hagedorn Bau GmbH is concerned that the delivery will not be made on time, the supplier must declare this immediately in writing and submit proposals for solutions.
- 5.4 If the delivery/performance deadline is exceeded, Hagedorn Bau GmbH shall be to the full statutory claims. If the supplier fails to make the declaration required in Clause 5.3 sentence 2 despite being set a reasonable deadline and if Hagedorn Bau GmbH cannot reasonably be expected to wait any longer in view of the resulting disadvantages, Hagedorn Bau GmbH shall be entitled to withdraw from the contract and, if the failure to make the declaration was culpable, to demand compensation for damages.

5.5 In the event of a delay in delivery, Hagedorn Bau GmbH shall be entitled to demand a contractual penalty of 0.1% of the delivery value for each working day of delay, but not more than 5% of the delivery value in total. Hagedorn Bau GmbH is entitled to the contractual penalty in addition to fulfilment. The reservation of the contractual penalty can be asserted at the latest within 12 working days, calculated from receipt of the The supplier shall be notified of any delay in delivery. Further claims and rights are reserved.

## 6 QUALITY, MATERIAL DEFECTS AND DEFECTS OF TITLE

- 6.1 Hagedorn Bau GmbH shall inspect the delivered goods for deviations in quality and quantity after delivery. If a defect becomes apparent or if a defect not recognisable during a proper inspection becomes apparent at a later date, Hagedorn Bau GmbH's notification of defects shall be deemed timely if it is received by the supplier within five days of discovery of the defect.
- 6.2 For bulk goods, Hagedorn Bau GmbH is entitled to check weighings, which can be carried out on an officially recognised scale. The supplier support the weighing. In the event of a negative deviation of the control value, all deliveries of the bulk material type of the day in question shall be reduced by the percentage by which the control weighing is below the supplier's delivery specification.
- 6.3 All building materials and components must with the generally recognised rules of technology, in particular the relevant DIN standards, and the public building regulations. If they bear a quality mark of a quality protection association or other association, the associated quality requirements must be fulfilled. The supplier to subject the delivered items to a careful outgoing inspection in order to ensure that they are free of defects.
- 6.4 Hagedorn Bau GmbH shall be entitled to the statutory claims for liability for defects in full. In any case, Hagedorn Bau GmbH shall be entitled to demand from the supplier, according to its  
The customer shall have the right to choose between rectification of defects or delivery of a new item. The right to compensation for damages, in particular the right to compensation for damages instead of performance, is expressly reserved. In addition, the supplier shall bear all expenses and costs in connection with the defect as in the relationship between Hagedorn Bau GmbH and its customer, e.g. the removal and installation costs of the defective items delivered and any claims for damages by Hagedorn Bau GmbH's customer.
- 6.5 The limitation period for claims due to defects in supplied building materials or components that have caused the building to be defective is five years and twelve weeks, in deviation from Section 438 (1) BGB.

## 7 PROTECTION RIGHTS

- 7.1 The supplier that no third-party rights are infringed in connection its delivery.
- 7.2 If claims are against Hagedorn Bau GmbH by a third , the supplier shall be obliged to indemnify Hagedorn Bau GmbH against such claims upon first written request.
- 7.3 The supplier's obligation to indemnify also relates to all expenses necessarily incurred by Hagedorn Bau GmbH from or in connection with the claim by a third party.
- 7.4 The limitation period for these claims is ten years, beginning with the conclusion of the respective contract.

## 8 RESERVATION OF TITLE, PROVISION OF , WITNESSES, CONFIDENTIALITY, ADVERTISING

- 8.1 If goods/objects/rights provided by Hagedorn Bau GmbH to the supplier, Hagedorn Bau GmbH reserves the right of ownership to them. Processing or remodelling by the supplier shall be carried out on behalf of Hagedorn Bau GmbH. If Hagedorn Bau GmbH's reserved goods are processed with other items not belonging to Hagedorn Bau GmbH, Hagedorn Bau GmbH shall acquire co-ownership of the new item in the ratio of the value of Hagedorn Bau GmbH's item to the other processed items at the time of processing.
- 8.2 If the item provided by Hagedorn Bau GmbH is combined with other items that do not belong to Hagedorn Bau GmbH  
Hagedorn Bau GmbH shall acquire co-ownership of the new item in the ratio of the value of the item subject to retention of title to the other mixed items at the time of mixing. If the mixing takes place in such a way that the supplier's item is to be regarded as the main item, it is agreed that the shall transfer co-ownership to Hagedorn Bau GmbH on a pro rata basis; the supplier shall keep the sole ownership or co-ownership for Hagedorn Bau GmbH.
- 8.3 The supplier is obliged to keep all illustrations, drawings, calculations and other documents and information received strictly confidential. They may only be disclosed to third parties with the express authorisation of Hagedorn Bau GmbH. The confidentiality obligation shall also apply after the fulfilment of this contract; it shall expire if and to the extent that the manufacturing knowledge contained in the illustrations, drawings, calculations and other documents provided has become generally known.
- 8.4 The supplier is not permitted to use the delivery to Hagedorn Bau GmbH for advertising purposes (print advertising, signs/posters at the place of delivery/installation, etc.) unless Hagedorn Bau GmbH gives its written consent for the type, scope and duration of the advertising use.

## 9 ASSIGNMENT OF RECEIVABLES

- 9.1 The assignment of claims of the supplier against Hagedorn Bau GmbH to third parties is excluded without the consent of Hagedorn Bau GmbH. §Section 354a HGB remains unaffected.

## 10 PLACE OF JURISDICTION, APPLICABLE LAW, WRITTEN FORM

- 10.1 If the supplier is a merchant, the exclusive place of jurisdiction for disputes arising from this contract shall be Gütersloh. However, Hagedorn Bau GmbH shall also be entitled to sue the supplier at its registered office, its branch office or the special place of jurisdiction of the place of fulfilment.
- 10.2 Unless otherwise agreed in individual contracts, the law of the Federal Republic of Germany apply exclusively.
- 10.3 Any amendment to the contract must be made in writing in order to preserve evidence.

## 11 CANCELLATION OR WITHDRAWAL FOR GOOD CAUSE

- 11.1 Hagedorn Bau GmbH may terminate the contract or withdraw from the order for good cause, in particular  
The supplier shall not be entitled to claim payment if the supplier has filed an application for the opening of insolvency proceedings or if the contractor has temporarily suspended payment or if insolvency proceedings have been opened against the assets of the contractor or the opening has been rejected for lack of assets.