

LINDENBERG-ANLAGEN GMBH

Power generating and pump sets
Switching units



Conditions for purchasing (as at 1/2024)

Unless other written agreements have been made, the following conditions are valid for our orders. The conditions for purchasing are valid for the complete business connexions with the supplier or with other purchasers (jointly called "suppliers" in the following text) even if they are not mentioned in subsequent contracts. This shall also apply to all orders to be placed by us in future irrespective of whether we refer to the conditions in any individual case.

The conditions for purchasing are also valid if the supplier refers to his own business conditions particularly on accepting the order or in his order confirmation. We shall not accept any diverging conditions of the supplier or purchaser even if we do not contradict them expressly. Our conditions for purchasing are deemed to be accepted with the dispatch of the goods or, in the case of manufacturing orders, with the start of the work at the latest.

1. Ordering: Only orders placed in writing are binding. Any oral orders shall only become binding through our written order confirmation.

Drawings including tolerance data submitted in individual cases are binding, too. On accepting the order, the supplier confirms to have informed himself about the type of execution and scope of performance by having examined the present plans. In the case of obvious errors, or mistakes in texts or calculations in the documentation, drawings, and plans submitted by us there shall be no binding effect for us. The supplier is obliged to inform us about such errors and mistakes to allow us to correct and renew our order. This shall apply with missing documentation or drawings, too.

All attachments enclosed in the order are legally binding. Any missing attachments mentioned in the order shall not exempt the supplier from his duty to perform the complete scope of delivery at the mentioned order price agreed upon.

The acceptance of the order must be confirmed in writing within five work days by indicating the mandatory delivery time, the price, and the order number. Order acceptance can only and exclusively be effected by returning the order confirmation prepared by us and enclosed in the order.

We are allowed to cancel the order at any time without indicating the reasons as long as the prepared order confirmation with the legally binding signature of the supplier has not been received by us. We shall also be entitled to cancel an order if the order confirmation has not been sent to us in time, i.e. within five days after the order date.

In the case the order confirmation is provided with modifications, corrections, or adaptations, the order confirmation shall be deemed a new offer and the order is only placed conclusively after the explicit acceptance of this new offer by us.

Deviations from the text and contents of our order with regard to quantity and quality, and later contractual modifications shall only become valid after our explicit confirmation in writing.

2. Delivery time: The terms of delivery and the delivery times are binding. They start on the date of ordering. Within the delivery time and on the delivery date, respectively, the goods shall arrive at the place of reception indicated by us. If there are any delays to be expected, the supplier is obliged to inform us about this immediately.

In the event the supplier is behind schedule, we shall not only be entitled to demand the execution of the contract but also the payment of penalty amounting to 0.5 % of the net order value per each starting week and maximally 5 % of the net order value and/or of the delivery. Contractual penalty that has been paid shall be credited against any claim for damages.

If we set a reasonable deadline for performance after the due date - taking into account the statutory exceptions - and if the deadline is

not met, we are entitled to withdraw from the respective individual order.

3. Delivery: The advice of delivery shall be sent to us on the delivery day. The back of the shipping documents (parcel note or express goods note, advice of delivery or shipment advice) as well as our glue-on labels or tags of the packaged goods and the invoices shall indicate our order number with date and the shipping notation mentioned in the order. In the case of faults, incompleteness, wrong or imprecise declarations in the advice of delivery, bills of lading and other shipping documents the supplier shall be obliged to pay compensation for the damages caused to us.

The delivery shall be effected to the place of delivery indicated by us free of charges and at the expense of the supplier of delivery. If, for exceptional reasons, we have to pay the freight, the supplier shall select the mode of transport instructed by us or, otherwise, the most favourable mode of transport and delivery.

The risk is transferred to us only on acceptance through our reception personnel.

Any modification of the scope of delivery, e.g. increase or reduction, shall be preliminarily coordinated and agreed upon with us in writing. If any extra costs are incurred that have not been agreed with us beforehand in writing, we shall not bear these costs.

The precise scope of delivery is listed in the order letter and in the specifications and documents possibly enclosed as attachments to the order letter.

The supplier exempts us from the obligation of examination and notice of non-conformity as per §§ 377, 378 HGB unless there is an obvious deficiency.

4. Packing: Packing is included in the price. If exceptionally agreed otherwise, packing shall be charged at cost price. If applicable, the supplier shall select the packing as instructed by us and shall take care that the packing protects the goods against damages.

All goods shall be packed safely and conveniently according to custom and usage. Unloading of heavy parts is only possible by means of a crane. Containers and closed lorries shall not be accepted.

5. Prices: Prices are valid free receiving address. If we exceptionally agree to price setting "ex works" or "ex stock", we only accept the actual freight costs. All other costs including loading cost and carriage shall be at the expense of the supplier.

If not agreed otherwise, the prices agreed upon are fixed prices unless the supplier generally reduces his prices.

The supplier agrees not to grant any prices and conditions to us that are less favourable than those granted to other purchasers offering the supplier same or similar preconditions with comparable business.

6. Transfer of property: The property title on the goods to be delivered is transferred to us on taking possession of the goods. The risk of transport is taken by the supplier.

7. Invoice and payment: The invoice shall be sent to us electronically or by mail. The invoice shall not be enclosed in the delivery in any case. Its wording shall exactly correspond to our order denominations and shall contain the order number, order day, type of shipment, and number and type of packages.

Payment is effected after receipt of the invoice and acceptance of the goods as well as after complete delivery and orderly execution of the order including all technical records like documentations, spare part lists, certificates, acceptance protocols, etc. within thirty days with 3 % trade discount or within sixty days net counted from the date all above-mentioned preconditions are met.

8. Offsetting: We are entitled to set off with and against any claims. Offsetting shall also be admissible when the claims or the counterclaims are not due yet. In this case, setting-off is effected at the value date.

9. Assurances, warranties, warranty claims: The delivery shall be executed in a way that it corresponds to the best available technology and is suitable for the place of destination and for the intended use. If any spare parts have been ordered for certain sets/construction groups, the completeness and up-to-dateness of the part numbers shall be warranted by the supplier.

The supplier expressly assures and warrants that the ordered goods are fully suitable without any restriction for the intended use as indicated in the contractual documentation, that the ordered products and services are fully functional and fit for work, and that the goods including their appearance and labelling correspond to our indications.

In addition, the supplier expressly assures and warrants that the ordered articles/services do not require any other modifications, corrections, or adaptations than those mentioned in the enclosed attachments/specifications to allow for usage according to contract and to meet any possible assurances.

The fundamental safety and health-related requirements in compliance with the EC guidelines for machines 89/392/EWG together with the guidelines on modifications, the official health and safety regulations and, in particular, the Device Safety Act, the relevant regulations for the prevention of industrial accidents valid at the date of commissioning, and the generally accepted rules and regulations regarding safety technology and occupational medicine as well as the requirements concerning environmental protection shall be met.

The contractor shall issue a formal EC declaration of conformity or manufacturer's declaration, respectively, (amended by guideline 89/336 and supplement 92/31/EWG to EMV) and to attach the "CE" label onto the machine/installation, if applicable.

Suppliers are liable for warranted characteristics that are missing and for defects of quality and of title in compliance with the legal regulations unless stipulated otherwise in the following text.

Irrespective of our other legal rights and/or rights that may be expressly agreed upon in this text in particular with regard to a rescission (cancellation) of the contract and compensation for damages, the suppliers shall, at our discretion, either grant a price reduction (decrease), remove the defect free of charge, or deliver the ordered goods free of defects (supplementary performance).

In addition, we are entitled to take measures by ourselves required for the removal of the defects at the supplier's risk and expense without prior refusal to accept performance in any way and, in cases where the law allows this, also without having established any new deadline/period of grace before. Any costs incurred by this shall be borne by the supplier.

In the case of a cancellation of the contract, we are entitled to return the goods at the supplier's risk and to purchase the goods elsewhere. Any additional costs incurred by this shall be borne by the supplier.

The guarantee and limitation period for warranty claims starts on the day following the day the goods have been received and ends 24 months later at the earliest, unless the legal or contractual period is longer. After each removal of a defect, the guarantee and limitation period for warranty claims starts again from the beginning. If the delivered goods are resold or processed, the limitation period for warranty claims shall not end prior to the end of the limitation period for warranty claims granted by us to our purchaser, sub-purchaser, or customer.

The supplier shall fully exempt us from any claims of third parties resulting from faults, defects, delays, or other impairments of performance constituting any liability on our part with regard to third parties particularly based on manufacturer's liability, warranty, reduction, supplementary performance, compensation for damages, etc.

10. Complaint: The supplier shall forbear from objecting to late notifications of defects.

11. Patent infringement: The seller shall assume liability that the patents of third parties existing for the supplied goods or those patents or utility models applied for by third parties are not infringed and, in addition, shall exempt us from any claims of third parties.

12. Provided production means: Any material/items like, in particular, models, samples, tools, drawings, and other such items made available by us to the supplier or contractor for the execution of the order remain our property and shall be handed back to us after completion of the order. The material/items shall be stored separately and may only be used for the execution of our orders. The supplier is responsible for any decrease in value or loss independent of negligence.

The objects manufactured with the help of the material/items made available by us are our property in their respective production stage and the supplier keeps these objects on our behalf. The purchase price includes the costs for the keeping of the objects and material on our behalf.

The provided production means may not be made further use of, copied, or made available to or used for any third persons even if the supplier has manufactured them himself according to our specifications.

13. Cession of contract: Our claim for delivery and the rights deriving from this as well as the counterclaim of the supplier regarding the purchase price stipulated in the present contract may not be ceded partially or wholly to any third party or otherwise without our explicit consent in writing. Payments are only effected to the supplier.

14. Place of performance is: a) for the delivery: the receiving address; b) for payments: Overath.

15. Place of jurisdiction: The exclusive place of jurisdiction in the case of legal disputes is Bergisch Gladbach. We are, however, also entitled to optionally sue the supplier at his place of general jurisdiction.

16. General: The contractual relationships between the supplier and us shall be governed by German law even if the supplier's headquarters is located abroad, with the Convention of the United Nations for contracts on international sales of goods being excluded.

The supplier is obliged to treat our orders and all related commercial and technical details as business secrets and shall not disclose them.

This order may not be used in conjunction with advertising purposes.

Wars, civil wars, export restrictions and commercial restrictions, respectively, caused by changing political situations as well as strikes, lockouts, disruptions of operations, operational confinements, and similar events making it impossible or unacceptable for us to execute the contract are deemed a force majeure and, for the period of time the above-mentioned events take place, exempt us from our obligation for timely acceptance.

In the case one of the above-mentioned stipulations of these conditions for purchasing should be or become invalid, the other stipulations shall remain valid. In such a case and to the extent allowed for by the law, the invalid stipulation shall be replaced by a valid stipulation keeping the tenor of the invalid stipulation.

17. Delivery by motor vehicle can only be effected Mondays to Thursdays from 7 a.m. to 3 p.m. and Fridays from 7 a.m. to 12 a.m. (no delivery on Saturdays).