

1. Scope of validity and purpose

These Terms and Conditions of Purchase apply to all suppliers of Garant Maschinenhandel GmbH, Lengerich, hereinafter referred to as GARANT. The GARANT Terms and Conditions of Purchase apply exclusively. Conditions of the supplier contrary to or deviating from our Terms and Conditions of Purchase shall not be acknowledged by GARANT and thus do not form part of the contract. This also applies if deliveries/services from GARANT have been accepted unreservedly or payments have been made. The GARANT Terms and Conditions of Purchase apply only when doing business with entrepreneurs.

2. General

Offers, orders, delivery calls as well as their modifications and additions must be made in writing. The written form is also fulfilled by e-mail, fax or letter.

Supplier offers are made free of charge and do not oblige GARANT.

The contents, type, circumference and quality of the deliveries/services are determined solely by the written order GARANT. If the supplier does not accept the GARANT order unchanged within one week of access, GARANT is entitled to a cost-free cancellation.

Deviations from the order on the part of GARANT must be explicitly indicated and marked by the supplier. Modifications or additions to the order are in doubt binding only if they have been confirmed in writing by GARANT. [EN General Delivery Specifications 23 10 17.pdf](#)

Complete transfer of supplies/services to a third party (sub-contractor/supplier) requires the written consent of GARANT. In any case, the supplier must inform GARANT if it intends to use third parties to fulfill its service obligations. If a third party is switched on, this is the supplier's compliance aid (§ 278 BGB). In any case, the supplier remains responsible for fulfilling the respective order.

3. Delivery condition

At the time of delivery, the Supplier's deliveries/services must comply with the applicable statutory provisions and regulations or recommendations of authorities/professional associations, the state of the art in science and technology and the regulations, directives and standards applicable within the European Union.

Drawings, calculations, descriptions and other documents provided by GARANT are binding for the supplier. The supplier must check these for completeness and correctness and notify GARANT immediately in writing if they are incomplete or incorrect. The supplier is solely responsible for drawings, plans and calculations prepared by the supplier, even if these have been previously

approved by GARANT.

All documents made available to the supplier by GARANT are the property of GARANT and are to be used exclusively for the execution of the deliveries/services of GARANT's orders. They may only be made accessible to third parties with the express written permission of GARANT.

The Supplier shall obligate its employees and subcontractors to maintain confidentiality in an appropriate manner. This confidentiality obligation shall only expire when the knowledge contained in the documents provided has become generally known.

Suppliers must inform GARANT of any changes that could affect the properties or usability of their products or processes for GARANT.

During the ongoing business relationship, the supplier must notify GARANT of any planned discontinuation of production of GARANT products one year prior to discontinuation to the responsible strategic purchaser. This also applies if these have not been ordered by GARANT for the last five years.

The supplier shall ensure that GARANT can cover its service and any remaining series requirements at the previous conditions with a "last order" until the date of discontinuation.

Beyond the date of discontinuation, the supplier shall ensure that the discontinued components can be procured from him at special conditions for a further 5 years.

Any deviating provisions in this regard shall be agreed in separate framework agreements.

Technical documentation, if applicable, shall be supplied free of charge in German and English in the currently valid version:

- Operating instructions or assembly instructions in accordance with the applicable EU directive
- EC declaration of conformity or declaration of incorporation in accordance with 2006/42/EC
- EU declaration of conformity in accordance with 2014/34/EU (ATEX) plus CCCEX certificate or IECEX certificate
- EU Declaration of Conformity according to 2014/35/EU (Low Voltage Directive)
- EU Declaration of Conformity according to 2014/68/EU (Pressure Equipment Directive)
- UKCA declaration of conformity
- Eco-design certificate in accordance with EU Regulation 2019/1781
- Safety data sheets
- Further certificates or declarations in accordance with currently valid directives, regulations and standards.

These documents must also be supplied in other languages if required. If a translation cannot be provided, the supplier agrees to a translation of the original operating instructions by GARANT.

Test certificates must be provided on request.

4. Accompanying papers/documents

The supplier is obliged to provide the following foreign trade data free of charge in German or English upon delivery of the goods:

- Commodity code
- Country of origin of the goods (commercial and preferential origin). Changes of origin must be reported in writing immediately and unsolicited.
- Labeling and classification of goods subject to export controls

If these order items are listed, the following information/documents must also be supplied free of charge with each delivery.

- Provision of a certificate of origin or proof of preference/supplier's declaration
- Indication of whether the ordered goods are subject to export licensing in accordance with the EC DUAL Use Regulation EU Regulation 821/2021 of 09/09/2021 and the corresponding list item number (marking: subject to licensing list item / NOT subject to licensing)
- Information on export/re-export restrictions of other countries or lists of goods in accordance with international embargo standards
- Indication of whether the delivery item requires an export license and the relevant list item number according to German export law / EU export law.
- Indication of a possible registration of the delivery item according to the US Export Administration Regulation (EAR), Commerce Control List (CCL) and the corresponding list number (ECCN/EAR99)

The supplier guarantees not to maintain any direct or indirect business or other connections to terrorists, terrorist groups or other criminal or anti-constitutional organizations. Furthermore, the Supplier shall take appropriate organizational measures to ensure the implementation of EC Regulations No. 2580/2001 and 881/2002 as well as corresponding US and/or other relevant provisions.

The required information and documents for foreign trade must be sent to the e-mail address anna-lena.schulz@garant-maschinen.de.

The supplier undertakes to recognize and comply with the GARANT Occupational Health and Safety Agreement for External Companies when performing deliveries or services at GARANT's plants. It is an "indispensable part of all contracts". If deliveries and services are ordered from GARANT's customers, the occupational safety regulations, in particular the occupational safety regulations of GARANT's customer, must also be complied with.

The supplier must oblige its subcontractors in writing to comply with the health and safety regulations and the statutory minimum wage. Upon request, the supplier must provide GARANT or an authorized third party with appropriate evidence. The supplier shall indemnify GARANT against all claims that GARANT incurs as a result of the supplier or its subcontractors violating the statutory minimum wage provisions. § Section 774 BGB remains unaffected.

5. Information and documents for material compliance

The supplier is obliged to provide the information and documents on material compliance in German and English free of charge upon delivery of the goods.

Only materials that are known to the supplier and for which a technical data sheet is available may be used in the delivered products.

The supplier is obliged to comply with the legal requirements and must also check these. The material information must be made available to GARANT free of charge.

The legal requirements apply here. We link here to our material compliance guidelines: [Material Compliance - Richtlinie 1.0.pdf](#)

6. Transfer of risk, prices, terms of payment

Unless otherwise agreed, deliveries shall be made DDP in accordance with INCOTERMS 2020 to the destination specified in the order, which shall also be deemed the place of performance.

The prices stated in the order are fixed prices and binding. The return of packaging requires a special agreement. Prices are subject to statutory VAT, which must be shown separately.

Price deviations or costs that are not listed in the GARANT order must be approved by the supplier in good time before delivery by GARANT.

The supplier is obliged to state the supplier number, order number, item number and material number on all shipping documents, delivery bills and invoices. The GARANT General Delivery Instructions apply. The supplier is responsible for all consequences arising from non-compliance with this obligation, unless he can prove that he is not responsible for them.

Unless otherwise agreed in writing, GARANT shall pay the purchase price either within 14 days with a 3% discount or within 30 days with a 2% discount or within 60 days without deduction after proper delivery.

GARANT is entitled to set-off and retention rights to the extent permitted by law.

7. Delivery time

The supplier is obliged to comply with the delivery date stated in the order and confirmed by him. Deliveries are deemed to be on time if they arrive at GARANT at the earliest seven working days before, but at the latest on the confirmed delivery date. GARANT is not obliged to accept partial deliveries or partial services, unless otherwise agreed in advance. The supplier is obliged to inform GARANT immediately if it becomes apparent that the binding delivery date cannot be met.

8. Quality, incoming goods

The supplier must fulfill the requirements of GARANT to ensure the quality of the products delivered by him.

The supplier must check the shipping documents, parts labeling, completeness and intactness before shipping. In addition, the supplier undertakes to protect the goods effectively against damage by means of appropriate packaging. The exact requirements are described in the GARANT delivery instructions.

After receipt of the goods, GARANT shall check whether there is any externally recognizable transport damage or other visible defects. Obvious defects must be reported within ten (10) days of delivery.

Hidden defects that can only be detected during assembly or commissioning of the delivery items shall be reported within ten (10) days of their discovery.

9. Defects, product liability, insurance

GARANT is entitled to the statutory claims for defects in full. GARANT is entitled to demand that the supplier rectify the defect, deliver a new item or issue a credit note. The decision is made by GARANT on a case-by-case basis. GARANT expressly reserves the right to claim damages, in particular damages in lieu of performance.

In the event of justified complaints, GARANT reserves the right to charge the supplier for the costs of processing the complaint, dismantling and installation, reworking and freight costs. This also applies if the delivery item is already located at a place other than the place of performance specified in the order.

The type of subsequent performance requested by GARANT may not be refused on the grounds of disproportionately high costs as long as these do not exceed three times the original purchase price of the defective delivery item.

GARANT is entitled to remedy the defect itself or have it remedied by a third party at the supplier's expense if this has been agreed with the supplier, if the supplier is already in default or if subsequent performance by the supplier is unreasonable for GARANT. Unreasonableness exists if the elimination of a defect can be carried out more cost-effectively

by GARANT or a third party or if a short-term elimination of defects is urgently required for reasons of time.

Claims for defects shall expire 36 months after the transfer of risk. For parts repaired or newly delivered within the limitation period, the limitation period shall begin to run anew from the time of successful repair, unless the repair by the supplier was clearly only carried out as a gesture of goodwill, to avoid legal disputes or in the interest of the continuation of the supply relationship.

The supplier guarantees that the deliveries/services provided by him do not infringe any industrial property rights, copyrights or other rights of third parties within the European Community. If a claim is made against GARANT by a third party, the supplier is obliged to indemnify GARANT on first demand against these claims and all expenses and costs incurred by GARANT in connection with the claim.

Insofar as the supplier is responsible for product damage, he is obliged to indemnify GARANT upon first request against claims for damages by third parties to the extent that the cause lies within his sphere of control and organization and he himself is liable in relation to third parties.

The supplier undertakes to maintain business and product liability insurance with a lump sum cover of EUR 5,000,000 per personal injury/property damage. If GARANT is entitled to further claims for damages, these remain unaffected.

10. Returns processing

In the event of returns processing, the supplier undertakes to collect the goods free of charge or to arrange a free collection. Alternatively, returns can be processed via an existing service provider number of our supplier, e.g. DHL or UPS.

The supplier undertakes to return the prescribed form as a binding document for returns processing.

The supplier is obliged to confirm in the specified form the amount up to which returns may be released as a lump sum. In addition, a special release / or collection must take place - until further notice.

11. Provision and means of production

If parts are provided to the supplier by GARANT, GARANT retains ownership of these parts.

to these parts. If these parts owned by GARANT are installed together with other parts, GARANT acquires co-ownership of the new item to the value of the parts provided by GARANT (purchase price plus VAT).

Production equipment such as tools, models and samples that GARANT has made available to the supplier, as well as production equipment manufactured by the supplier using GARANT documents or paid for directly or indirectly by GARANT, are the property of GARANT and must be marked accordingly by the supplier.

They may only be used by the supplier for the manufacture of the delivery items ordered by GARANT.

The supplier must maintain the means of production with the diligence of a prudent businessman free of charge for GARANT and carry out necessary repair and maintenance work free of charge.

The supplier is obliged to insure the means of production belonging to GARANT at replacement value against fire, water damage and theft at its own expense. At the same time, the supplier hereby assigns all claims for compensation arising from this insurance, which GARANT has hereby accepted.

12. Cybersecurity

The supplier undertakes to use all necessary hardware and software options and to keep them up to date in order to protect his and GARANT's data from access by third parties. GARANT must be informed immediately of an attack or attempted attack informed.

13. Applicable law, place of jurisdiction

German law shall apply to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980. The exclusive place of jurisdiction is Münster/Westphalia.

14. Occupational health and safety agreement for external companies

As the WINDMÖLLER & HÖLSCHER Group, we are committed to protecting the lives and health of our employees and external workers as well as the environment in the long term. Our aim is to ensure a smooth, accident-free and environmentally friendly work process on our company premises and in our buildings. In order to fulfill these goals and maintain our safety standards, the health and safety agreement for external companies must be observed. [Arbeitsschutzvereinbarung für Fremdfirmen](#)

It is mandatory for external companies to complete our safety briefing prior to deployment at GARANT and to bring / present a printed copy with them. [Selbstunterweisung für Fremdfirmen](#)

15. Goods acceptance hours

Goods acceptance time on weekdays:

Monday to Friday: 06:30 to 15:00

Paper deliveries: 06:30 to 13:00

Machine deliveries: 06:30 to 14:00