

General Terms and Conditions of Purchase of GÖCKENER GMBH

1. Scope

1. These General Terms and Conditions of Purchase (hereinafter referred to as “GTC”) apply to all business relationships between GÖCKENER GMBH (hereinafter referred to as “GÖCKENER”) and the supplier. They apply to the purchase of goods (hereinafter referred to as “deliveries”) and services and work (hereinafter referred to as “services”).
2. These GTC apply to all current and future business relationships with the supplier of the delivery/service (hereinafter referred to as “supplier”), even if no express reference is made to their validity in individual cases.
3. We do not accept any conflicting or deviating general terms and conditions and/or general delivery conditions of the supplier unless we have expressly agreed to their validity in writing. These GTC shall also apply if GÖCKENER unconditionally accepts the delivery or service despite knowing that the terms and conditions of the supplier are conflicting or deviating. If special conditions are agreed for individual orders or are attached to the order, these GTC shall apply subordinately and in addition.
4. By accepting and executing an order or purchase order, the supplier accepts these GTC in the version valid at the time of the order.

2. Offers

1. Offers, drafts, plans, cost estimates, samples and specimens provided by the supplier are free of charge and do not create any obligations for GÖCKENER.
2. In its offer, the supplier shall expressly point out any deviations from GÖCKENER’s enquiry and shall also offer GÖCKENER alternatives that are technically or economically more favourable than the enquiry.
3. GÖCKENER reserves ownership rights, industrial property rights and copyrights to samples, models, tools, illustrations, drawings, calculations and other documents that GÖCKENER makes available to the supplier. They must be kept strictly confidential and may not be made accessible to third parties without express consent. They may only be used for the contractually agreed purposes and must be stored carefully at no additional cost. GÖCKENER may demand immediate return at any time. This regulation also applies to subcontractors commissioned by the supplier. The supplier is obliged to conclude appropriate agreements with the subcontractor, in particular with regard to confidentiality.

3. Orders, conclusion of contract and cancellation

1. Orders and other declarations by GÖCKENER are only binding if they are issued or confirmed in writing. Insofar as written orders or changes to orders are created by GÖCKENER via computerised systems (electronically), these declarations are also valid without GÖCKENER's signature.
2. The supplier must check the orders placed by GÖCKENER and the associated documents, requirements, specifications and guidelines on its own responsibility and notify GÖCKENER immediately of any errors, ambiguities, incompleteness, contradictions or deviations from the latest state of the art as well as any other concerns it may have.
3. To accept the order, the supplier must issue a written order confirmation to GÖCKENER immediately, but no later than 5 working days after receipt of the order, in which the order number, article number, quantity, unit, delivery time and price, customs tariff number and country of origin are expressly stated. Current technical data sheets, safety data sheets and specifications, insofar as these are not yet available to GÖCKENER, must be sent by the supplier in German and English with the order confirmation.
4. The supplier must expressly point out any deviations between the order confirmation and the order. They shall only be deemed to have been agreed upon if they have been confirmed in writing by GÖCKENER. The same applies to subsequent changes to the contract. Acceptance of deliveries or services as well as payments does not constitute consent. By accepting the order, the supplier unconditionally accepts the GTC of GÖCKENER.
5. The supplier may not modify the products during the execution of an order. In particular, the supplier may not make any changes to a product that is the subject of a framework order without the prior written consent of GÖCKENER. Changes in the raw material composition or design must be notified to GÖCKENER in advance and submitted for approval by means of samples, illustrations or other information. If the supplier makes changes to the product without prior written consent, GÖCKENER is particularly entitled to refuse acceptance and payment for these products. Further claims, in particular claims for damages, remain unaffected.
6. If, during the execution of a contract, it becomes apparent that deviations from the originally agreed specification are necessary or appropriate, the supplier must immediately inform GÖCKENER of this in writing and submit suggestions for changes. GÖCKENER will inform the supplier whether and what changes the supplier has to make compared to the original order. Under these circumstances, GÖCKENER is entitled to change the order at any time, in particular with regard to the design of the products, the delivery time and the delivery quantity. If necessary, the supplier shall be granted a reasonable period of time to make the necessary production changes in such cases. If this results in a change in the supplier's costs for fulfilling the contract, the parties will negotiate a corresponding adjustment of the price. If no agreement on the price adjustment is reached within four weeks of a written request for negotiations, GÖCKENER shall be entitled to terminate the contract without notice.
7. If the financial situation of the supplier deteriorates significantly or if an application is made to open insolvency proceedings or a comparable procedure, GÖCKENER is entitled to retain 10% of the order amount as security for claims for defects until the expiry of the limitation period. Furthermore, in this case GÖCKENER is entitled to withdraw from the contract for the part of the order that has not yet been fulfilled or to terminate the contractual relationship without notice. Models, supplies or other property of GÖCKENER as well as goods and semi-finished products already paid for must be returned by the supplier immediately upon request.

4. Passing on orders to third parties

The passing on of orders to third parties (i.e. the use and exchange of subcontractors of any level) without the prior written consent of GÖCKENER is not permitted and entitles GÖCKENER to withdraw from the contract in whole or in part and to claim the resulting damage.

5. Packaging, shipping and transport

1. The supplier must observe the specifications of GÖCKENER for the shipment of the products, in particular the applicable transport, packaging, shipping and delivery regulations. Delivery must be made in packaging suitable for the products. In particular, the products must be packaged in such a way that they are protected from dirt and dust and transport damage is avoided. Packaging materials must be environmentally friendly, sustainable and Reach-compliant and may only be used to the extent necessary. Furthermore, the supplier must observe the Hazardous Substances Ordinance (GefStoffV) when delivering the products, package and label the affected products accordingly and expressly indicate hazardous substances on the delivery note.
2. The supplier is liable for all damage caused to GÖCKENER due to improper or inadequate packaging.
3. The supplier must visibly label the packaging (product labelling) from the outside, in particular with the order number, article number, quantity, unit, LOT/batch number and, in the case of raw materials, also with the CAS number and expiry date.
4. Shipping documents such as delivery notes and packing slips must be enclosed with the deliveries. All documents such as delivery notes, shipping notices, consignment notes, packing slips, etc. must contain the complete GÖCKENER order and article numbers as well as the LOT/batch number of the supplier. Article names, formats, quantities and units must also be indicated on the delivery documents.
5. In the case of raw materials, an analysis certificate must be enclosed with the delivery documents unless this has already been transmitted electronically prior to delivery. The supplier is responsible for checking that the analysis certificate corresponds to the goods delivered.
6. The supplier bears the risk of delay in delivery if the processing at GÖCKENER cannot be carried out in a timely manner due to the lack of this information or due to the lack of delivery documents and analysis certificate.
7. Partial deliveries are only permitted with the prior written consent of GÖCKENER. If partial deliveries have been agreed, the remaining quantity to be delivered must also be indicated on the delivery note. If, by way of exception, it has been agreed in writing that the transport costs shall be borne by GÖCKENER, this shall not apply to additional transport costs arising from partial deliveries. These are to be borne by the supplier.
8. Early deliveries and/or early partial deliveries and/or early services are only permitted with the written consent of GÖCKENER. In case of earlier delivery than agreed, GÖCKENER reserves the right to return the goods at the supplier's expense. If no return is made in the event of early delivery, the goods will be stored at GÖCKENER until the delivery date at the expense and risk of the supplier. In this case, GÖCKENER is entitled to make payment only on the agreed due date.
9. If the supplier has to choose a more expensive shipping method to avoid or delay delivery, it shall bear the additional costs alone.
10. The supplier is obliged to take out transport insurance of an appropriate type and amount and to provide written proof of this immediately upon request from GÖCKENER.

6. Cross-border deliveries, preferential rules of origin, export controls

1. At the time of conclusion of the contract, the supplier is obliged to identify the goods ordered by GÖCKENER which are wholly or partially subject to export or re-export regulations. The supplier shall provide GÖCKENER with all information on the export regulations applicable to the goods, the tariff number, the country of origin and the information required for the classification of the goods in the Harmonised System of Foreign Trade Statistics. This also applies in the event of a change to these export regulations.
2. The supplier is responsible for obtaining all official approvals, licenses and permits required for the export of the goods and for the delivery of the goods to GÖCKENER (including the worldwide use of the goods by GÖCKENER, its customers or the end user in accordance with the provisions of the order, the contract or the end-use declaration) in a timely manner and at no cost to GÖCKENER. The supplier shall indicate the Export Control Classification Number, the valid export license number (ECCN, EAR, ITAR), the tariff code (HS Code) and the country of origin for each item on all delivery notes and invoices.
3. The supplier undertakes to provide GÖCKENER with all information relevant to compliance with export and re-export regulations regarding the composition and origin of the goods supplied by it, insofar as this is necessary to comply with export control regulations. It must notify GÖCKENER of any registration of its goods in the goods lists of the EU, Germany or the US of which it is aware, even without being asked by GÖCKENER.
4. The supplier guarantees GÖCKENER that the products comply with the preferential rules of origin of the European Community. Before the first delivery, GÖCKENER shall receive from the supplier a valid long-term supplier declaration in accordance with the applicable EC regulation and a certificate of origin for the products. The supplier shall inform GÖCKENER immediately and without request in writing if the information in the long-term supplier declaration or in the certificate of origin for the products is no longer correct.

7. Delivery time

1. The delivery/performance dates specified in the order are binding for the supplier. The delivery date is the day on which the delivery item must be received at the receiving point specified by GÖCKENER or the service must be provided.
2. If, exceptionally, delivery “ex works” is agreed in writing, the supplier must make the products available in a timely and proper manner for collection by the freight forwarder commissioned by GÖCKENER, taking into account the usual time for loading and shipping.
3. The supplier is obliged to inform GÖCKENER immediately in writing if circumstances become apparent which indicate that the agreed delivery or service date cannot be met. The supplier shall inform GÖCKENER of the reason and the expected duration of the delay. The statutory claims and rights due to delay remain unaffected.
4. If the agreed delivery date is not met due to circumstances for which the supplier is responsible, GÖCKENER shall be entitled, in the case of fixed dates, immediately, otherwise after the fruitless expiry of a reasonable period of set by GÖCKENER, to choose: To demand compensation for non-performance, to

obtain replacement from a third party and/or to withdraw from the contract. Acceptance of a delayed delivery or service does not constitute a waiver of claims for damages.

5. If the supplier is in default, GÖCKENER shall be entitled to demand a contractual penalty of 0.5% of the net order value for each commenced week of delay, but not more than a total of 5% of the net order value, unless the supplier is not responsible for the delay in delivery. If GÖCKENER accepts the delivery/service, GÖCKENER reserves the right to claim the contractual penalty at the latest upon final payment. Cases of force majeure are excluded from this. Further claims by GÖCKENER remain unaffected. GÖCKENER's claim for delivery shall only be excluded if the supplier pays damages instead of performance at GÖCKENER's request. Acceptance of late delivery does not constitute a waiver of claims for damages or contractual penalties.

8. Transfer of risk

1. Unless otherwise agreed in writing, delivery must be made packaged and insured carriage paid to the receiving point specified in the written order. Delivery times must be observed and can be found in the written order. The supplier shall indemnify GÖCKENER against all claims made by third parties due to deliveries outside of these times.
2. If the place of receipt is not specified and nothing else is agreed, delivery must be made to GÖCKENER's place of business.
3. GÖCKENER must be notified immediately if the goods are sent to a different delivery address. If the goods are shipped to a different delivery address specified by GÖCKENER, the delivery note must be enclosed with the delivery of the goods and sent electronically to GÖCKENER together with the shipping notification immediately, but no later than on the day of delivery.
4. The risk shall pass to GÖCKENER upon receipt of the contractual goods (including all necessary documents) at the receiving point. Acceptance is decisive for the transfer of risk.
5. In the case of minor defects, acceptance may take place at GÖCKENER's sole discretion, subject to the condition that the supplier eliminates the defects within a reasonable period of time to be set by GÖCKENER.
6. The supplier shall bear the costs of GÖCKENER for unsuccessful acceptance attempts, the failure of which is attributable to the supplier's fault.
7. The supplier assures that it is entitled to resell and transfer ownership.

9. Prices, invoicing and payment terms

1. The agreed prices are fixed prices plus statutory sales tax.
2. Unless expressly agreed otherwise, the price includes all costs for packaging, shipping, freight, insurance and delivery of the goods, all travel, food, accommodation and other expenses in connection with the delivery and service, as well as all duties, fees, licenses, permits and taxes that may be incurred for the contractual products and/or services.

3. Payment requests and invoices from the supplier must be submitted in an auditable manner within 14 days of delivery or provision of services and must comply with all requirements of the VAT Act; in particular, the VAT must be shown separately on the invoice and the VAT identification number must be stated.
4. Under no circumstances may invoices be enclosed with the shipment. GÖCKENER receives the invoices electronically via email to: rechnung@goeckener.de. The invoice must contain all order details. In the case of invoices without an order number, article number, quantity, unit and unit price, customs tariff number and country of origin, GÖCKENER reserves the right to consider them as not received due to the inability to process them.
5. Partial invoices are only possible if corresponding partial deliveries or partial payments have been agreed in writing.
6. Unless otherwise agreed, the invoice is to be paid within 14 days of receipt of the invoice with a 3% discount or within 30 days by bank transfer.
7. In the event of faulty delivery, GÖCKENER is entitled to withhold payment until proper performance without loss of rebates, discounts or similar price reductions. The payment period only begins after the defect has been completely remedied.
8. In the event of early delivery, the payment period begins at the earliest on the agreed delivery date.
9. Each contracting party shall bear the bank charges of its own bank or country.
10. GÖCKENER is entitled to set-off and retention rights as well as the defence of non-fulfilment of the contract to the extent permitted by law. In particular, GÖCKENER is entitled to withhold payments due as long as it still has claims against the supplier arising from incomplete or defective delivery/service. The supplier shall only be entitled to a right of set-off or retention in the case of counterclaims that have been legally established or are undisputed.

10. Warranty, defect investigation, liability

1. The supplier guarantees that the products delivered comply with the relevant legal and official provisions, regulations and guidelines. The supplier guarantees that the delivery and service are free from material and legal defects, i.e. in particular that they have the properties described in the order and enable proper, safe and trouble-free operation, comply with the latest recognised state of the art, laws, protection and accident prevention regulations and the usual technical standards (e.g. DIN, VDE), regulations, recommendations and guidelines. The liability of the supplier also extends to parts manufactured by subcontractors.
2. The supplier is also obliged to fulfil the labelling and information obligations applicable to the products delivered properly, completely and on time without further request. In addition, the supplier shall provide GÖCKENER with the safety data sheets in accordance with Regulation (EC) No. 1907/2006 (REACH) without being asked to do so before the first delivery. This information is an essential part of the object of purchase. The RoHS conformity according to Annex II of the products must be declared to GÖCKENER in writing by the supplier before the first delivery. The supplier also guarantees to comply with the requirements of EU Directive 2011/65EU (RoHS) Annex II and Directive 94/62/EC Annex I (packaging and packaging waste) applicable at the time of delivery and, in particular, not to use any substances in the products that are prohibited under the aforementioned regulations. Furthermore, the supplier guarantees that the products do not contain nanomaterials or materials of animal origin.

3. The supplier further guarantees that the products delivered have the agreed specifications and quality and correspond to the approved samples. Unless a specification has been agreed, the supplier guarantees that the products are suitable for the use stipulated in the contract.
4. If the subject matter of the contract does not meet these requirements, the supplier must notify us of this in each individual case before commencement of execution or delivery, stating the reasons.
5. The supplier shall indemnify GÖCKENER against all claims by third parties asserted against GÖCKENER or customers of GÖCKENER due to violation of these statutory provisions, regulations and guidelines or due to non-conformity with the agreed specification or the approved samples, unless the supplier proves that it is not responsible for the violation. In particular, the supplier guarantees compliance with Regulation (EC) No. 1907/2006 (REACH). In particular, the supplier shall comply with the notification, authorisation, registration and approval obligations under this regulation. If GÖCKENER is left with obligations as a result of the supplier failing to fulfil its obligations properly, the supplier shall fully indemnify GÖCKENER against any costs incurred in this regard, unless the supplier is not responsible for the improper fulfilment of its obligations.
6. If GÖCKENER and the supplier have an ongoing supply relationship, the supplier is obliged to maintain a suitable quality management system = QMS and to manufacture and test the products to be delivered in accordance with this QMS. The supplier undertakes to implement batch documentation to guarantee complete batch traceability of the entire supply chain. If the supplier purchases production or test equipment, software, services, materials or other supplies from sub-suppliers for the manufacture or quality assurance of the products to be delivered, it will contractually include these in its QMS or ensure the quality of the supplies itself. In particular, the supplier shall carry out its own material tests and keep records of the implementation of quality assurance measures and store these records as well as any retained samples in a clearly organised manner. It shall grant GÖCKENER access to the necessary extent, explain the records and hand over copies of the records and any samples.
7. Acceptance of the ordered goods is subject to inspection for completeness, correctness and freedom from defects. However, GÖCKENER is only obliged to examine the contractual products for deviations in type and quantity as well as for obvious damage (including transport damage). A complaint regarding excess, shortfall or defective contractual products is timely if it is made within 14 working days of receipt of the goods, or in the case of hidden defects, within 14 working days of discovery of the defect. In the event of a longer statutory notice period, this longer period shall apply. Any quality assurance agreement between GÖCKENER and the supplier takes precedence.
8. In the case of deliveries consisting of a large number of similar products, GÖCKENER must examine an appropriate number of the delivered products for defects. If individual samples of a delivery are defective, GÖCKENER may, at its discretion, require the supplier to separate the defective items or assert claims for defects for the entire delivery in accordance with the statutory provisions. If defects in the products require an inspection beyond the usual incoming goods inspection, the supplier shall bear the costs of this inspection.
9. If defects occur in a partial delivery which justify the assumption that further deliveries are also defective, GÖCKENER may refuse to accept all further deliveries that have already been ordered until the supplier proves that the further deliveries are free of defects.
10. In the event of defects in the contractual products delivered or services provided, GÖCKENER reserves the right, at its own discretion, to demand subsequent performance by remedying the defect or providing a replacement delivery.

11. If the supplier defaults on subsequent performance or if there is imminent danger so that the supplier can no longer be requested to provide subsequent performance in a timely manner, GÖCKENER may carry out the subsequent performance itself at the expense of the supplier. In this case, GÖCKENER shall inform the supplier immediately, if possible before the work is carried out.
12. The supplier shall bear all expenses necessary for the purpose of remedying the defect or providing a replacement, including any removal and installation costs. This also applies if the products have been transported to a location other than the delivery address specified by GÖCKENER after delivery.
13. Subsequent performance is unreasonable if GÖCKENER has already passed on the defective goods to third parties.
14. If the subsequent performance fails, is not provided by the supplier within a reasonable period set by GÖCKENER or is definitively refused, GÖCKENER may remedy the defect itself or have it remedied by third parties and demand reimbursement of the necessary expenses.
15. The place of subsequent performance shall, at the discretion of GÖCKENER, be the place of destination or the place of acceptance or another place of delivery of the goods, provided that this was known to the supplier at the time the contract was concluded. When carrying out subsequent performance, the supplier must also take into account the operational interests of GÖCKENER in other respects.
16. In all of the aforementioned cases, the supplier cannot make subsequent performance dependent on the partial or full payment of the agreed remuneration by GÖCKENER. It shall bear the expenses necessary for the purpose of subsequent performance, in particular transport, travel, labour and material costs.
17. Claims for defects expire after 3 (three) years, unless a longer statutory period applies. The limitation period begins with the transfer of risk. For deliveries to locations where GÖCKENER carries out orders outside its factory, it begins with acceptance by GÖCKENER's client, at the latest one year after the transfer of risk. Upon receipt of a written notice of defects by the supplier, the limitation period for warranty claims shall be suspended until the supplier (a) finally rejects the claims or (b) refuses to continue negotiations on the defect or (c) finally declares the defect to be remedied. A renewed suspension is not excluded by sentence 1. The limitation period for warranty claims with regard to the repaired or replaced, previously defective parts shall recommence with the rectification of the defect or the subsequent delivery of a defect-free item. The statutory provisions on suspension of the expiry, interruption and restart of time limits remain unaffected.
18. The supplier is obliged to supply spare parts for the period of normal technical use, but at least 10 years after the last delivery to GÖCKENER at reasonable prices and otherwise under the conditions of the order. If the supplier stops supplying such products, it must give GÖCKENER the opportunity to place a final order.

11. Supplier recourse

1. In addition to claims for defects, GÖCKENER is entitled to the statutory recourse claims within the supply chain without restriction. In particular, GÖCKENER is entitled to demand from the supplier exactly the type of subsequent performance that GÖCKENER owes to its customer in the individual case. The statutory right of GÖCKENER to choose is not restricted by this.
2. GÖCKENER's claims for recourse against suppliers also apply if the defective products were further processed by GÖCKENER or another company, e.g. by incorporation into another product or by assembly.

12. Serial damage

1. A serial defect occurs when at least one similar defect occurs in more than 5% of the products in a batch. The serial damage also includes, in particular, products of the affected batch that have already been processed.
2. In the event of a serial defect, the supplier is obliged, at GÖCKENER's discretion, to supply a replacement or remedy the defect for the entire affected batch and to compensate for all damage resulting from the serial defect, in particular for foreseeable consequential damage and indirect damage, unless the supplier is not responsible for the breach of duty. Indirect damages also include the costs of a recall campaign. Further claims by GÖCKENER remain unaffected.
3. The supplier shall support GÖCKENER to the best of its ability in all measures in connection with a serial damage that GÖCKENER deems necessary.

13. Quality, product and producer liability

1. The supplier must provide the delivery/service in accordance with the specified specifications, the state of the art in science and technology and by the agreed deadlines. The deliveries/services must be documented by the supplier and the documentation must be handed over to GÖCKENER upon request, but at the latest upon handover of the service results.
2. Objects, documents and resources of any kind that GÖCKENER provides to the supplier for the provision of the services must be used by the supplier exclusively for the provision of the services and must be returned to GÖCKENER immediately after the services have been provided or after the services have otherwise been terminated.
3. The supplier must deliver high quality products. It is responsible for compliance with the relevant legal provisions and the state of the art in science and technology and must develop, manufacture and test the items to be delivered in such a way that they correspond to these and the properties/specifications specified by GÖCKENER. To the extent that the contract products are intended for use in medical devices, the supplier must comply with the requirements of Good Manufacturing Practice (GMP). The supplier shall provide GÖCKENER, together with the contract products, with all information, warnings, instructions and documentation relevant to the use, storage, operation, consumption, transport and disposal of the contract products.
4. If the supplier becomes aware that the contract products or services supplied by it do not meet the quality requirements and/or if it has reasonable doubts about compliance with the quality requirements, the supplier shall inform GÖCKENER of this immediately. As soon as the supplier becomes aware of third-party intellectual property rights that conflict with the unrestricted use of the contractual products or services by GÖCKENER, the supplier shall immediately inform GÖCKENER of this in writing.
5. The supplier undertakes to examine the product carefully for defects and to do everything possible to avoid product liability.
6. If GÖCKENER is held liable for breach of official safety regulations or due to domestic or foreign product liability regulations as a result of a defect in its product which is attributable to defective goods or services provided by the supplier, GÖCKENER is entitled to demand compensation for the entire damage from the

supplier, unless the supplier proves that the defect is not within its area of responsibility. The obligation to pay compensation includes all costs and expenses, including the costs of any legal action or recall.

7. To the extent that the supplier is responsible for product damage, it is obliged to indemnify GÖCKENER against claims by third parties to the extent that the cause lies within its sphere of control and organisation and it is itself liable in external relations. As part of its indemnification obligation, the supplier must reimburse expenses in accordance with §§ 683 and 670 of the German Civil Code (BGB) arising from or in connection with a claim by third parties, including a recall campaign carried out by GÖCKENER. GÖCKENER shall inform the supplier, as far as possible and reasonable, about the content and extent of the recall measures to be carried out and give it the opportunity to comment. Other statutory claims remain unaffected.
8. The supplier is liable for any negligence on the part of its subcontractors as well as the manufacturers and suppliers of components, parts or materials used by the supplier for its product or service, just as if it were its own negligence.
9. The limitation period for product liability claims is 3 years and begins in accordance with § 199 para. 1 of the German Civil Code (BGB).
10. The supplier is obliged to take out and maintain commercial liability insurance as well as extended product liability and recall insurance with worldwide scope and a cover amount appropriate to the products of at least € 5 million per personal injury for each individual person, at least € 5 million for property damage and at least € 5 million for financial loss. The supplier hereby assigns its claims from the extended product liability and recall insurance with all ancillary rights to GÖCKENER. GÖCKENER hereby accepts this assignment. To the extent that an assignment is not permitted under the insurance contract, the supplier hereby instructs the insurer to make any payments only to GÖCKENER. Further claims by GÖCKENER remain unaffected. Upon request, the supplier will provide GÖCKENER with evidence of the conclusion and existence of extended product liability and recall insurance. The supplier will refrain from doing anything that could jeopardize the insurance coverage.
11. If the supplier fails to fulfil its obligation under paragraph 10 properly, GÖCKENER is entitled, but not obliged, to take out extended product liability and recall insurance at the supplier's expense.

14. Third party intellectual property rights

1. The supplier guarantees that the delivery and/or service and their contractual use do not infringe any patent, copyright or other intellectual property rights of third parties.
2. If a third party asserts claims against GÖCKENER due to an infringement of the aforementioned intellectual property rights caused by the supplier, the supplier shall fully indemnify GÖCKENER against these claims, without prejudice to further legal claims. In defending against unjustified claims by third parties, GÖCKENER will support the supplier to an appropriate extent, whereby the supplier must bear the costs incurred by GÖCKENER in this regard.

15. Notice and duty of care, breach of duty

1. If GÖCKENER has informed the supplier of the intended use of the goods and services or if this intended use is recognisable to the supplier even without express notification, the supplier is obliged to inform GÖCKENER immediately if the goods and services of the supplier are not suitable to fulfil this intended use.
2. The supplier must notify GÖCKENER of any defects in the delivery and service immediately, regardless of warranty periods, but no later than 36 hours after discovery of the defect. The same applies to defects that are only discovered after the supplier has shipped the goods to GÖCKENER.
3. Circumstances that jeopardize compliance with agreed delivery and service dates must be reported to GÖCKENER immediately in writing in order to clarify further action.
4. The supplier must immediately notify GÖCKENER in writing of any changes to processes, services or the type of composition of the processed material or the structural design compared to similar deliveries previously made to GÖCKENER. Such changes require the written consent of GÖCKENER.
5. The contractor must ensure that the deliveries and services comply with environmental protection, accident prevention and other occupational health and safety regulations, safety rules and all legal requirements applicable in the Federal Republic of Germany. In addition, the contractor must inform GÖCKENER of any special, not generally known treatment and disposal requirements for each delivery.
6. If the contractor culpably breaches an obligation arising from or in connection with the order, GÖCKENER is entitled to demand compensation for the damage caused thereby and for all consequential damages covered by the protective purpose of the breached obligation.

16. Force majeure

1. Natural disasters, epidemics, pandemics, riots and other unforeseeable, unavoidable and serious events release the parties from their performance obligations for the duration of the disruption and to the extent of their performance obligations. Both the occurrence and the end of such an event must be communicated to the other party immediately.
2. If the disruption lasts longer than one (1) month, the parties will adapt the obligations of both sides to the changed circumstances in accordance with the principles of good faith. The supplier is obliged to provide GÖCKENER with reasonable support upon request in procuring an alternative source of supply for the contractual products and services. The reasonable scope also includes the granting or transfer of rights of use, where necessary. If the disruption lasts longer than 6 weeks, each contracting party has the right to withdraw from the contract with immediate effect.

17. Provision of materials and transfer of items

1. When processing goods that GÖCKENER provides to the supplier, GÖCKENER retains ownership of the goods provided.
2. To the extent that items provided by GÖCKENER are processed or converted by the supplier into a new movable item, GÖCKENER shall be deemed to be the manufacturer. In the event of combination or

inseparable mixing with other items, GÖCKENER acquires co-ownership of the new item in proportion to the value that the items had at the time of combination or mixing. If the combination or mixing takes place in such a way that the item of the supplier is to be regarded as the main item, it is agreed that the supplier transfers proportionate co-ownership to GÖCKENER; the supplier shall safeguard the co-owned property for GÖCKENER free of charge.

3. The supplier must store the items provided free of charge and properly and protect them from damage. If the supplied goods are damaged, the supplier must provide replacement free of charge. Processing is carried out according to the storage principle: FiFo (first in first out). The batches of the supplied goods used are documented for complete batch traceability and are handed over to GÖCKENER after the order has been completed. The inventory levels are maintained and reconciled with GÖCKENER at least quarterly without being asked to do so.
4. GÖCKENER reserves all rights, in particular industrial property rights and ownership of designs, samples, models, drawings, printing templates, tools, software and other items that are made available to the supplier by GÖCKENER for the manufacture of the ordered products or for other reasons; the same applies to tools that the supplier has manufactured specifically for the manufacture of the ordered products.
5. The supplier may not make the items provided accessible to third parties. In particular, it is not authorised to make copies, replicas or other reproductions.
6. The supplier is obliged to carry out any necessary maintenance and inspection work as well as all repair and maintenance work on the items provided at its own expense. Any incidents must be reported to GÖCKENER immediately in writing.
7. Items provided by GÖCKENER that are not processed, modified or otherwise incorporated, as well as all documents made available, must be returned to GÖCKENER after termination of the contract without further request. The objects and tools must not be destroyed. If they are no longer required, the supplier must return them to GÖCKENER after consultation.

18. Confidentiality

1. The supplier is obliged to keep all documents and information from or about GÖCKENER or its customers that become known to it in connection with the order strictly confidential and not to use them for purposes other than those specified in the contract or to make them accessible to third parties without the express written consent of GÖCKENER, unless this is necessary for the performance of the contract. Access must be restricted to employees entrusted with order processing who are subject to a comparable obligation of confidentiality.
2. This obligation shall also apply after the completion of this contract; it shall expire if and to the extent that the information and documents have become generally known or known to the supplier without any infringement of rights. The above obligation applies in particular to trade and business secrets.
3. GÖCKENER shall also keep the operational and business secrets of the supplier confidential, unless disclosure is permitted by the purpose of the contract.

19. Data protection

1. When implementing the contract, the parties undertake to observe the data protection provisions, in particular the EU General Data Protection Regulation (“GDPR”), and also to require their employees to comply with these provisions.
2. The parties shall process the personal data received (names and contact details of the respective contact persons) exclusively for the performance of the contract and shall protect them using state-of-the-art security measures (Art. 32 GDPR).

20. Compliance

1. The supplier and the persons employed by it are generally and for the entire duration of the business relationship obliged to comply with all laws, regulations and rules that relate to it and the business relationship with GÖCKENER, including (but not limited to) all anti-corruption laws, data protection laws, labour laws as well as antitrust and competition laws.
2. The supplier, its management and its employees will not promise, offer or grant improper advantages to public officials, potential customers or their employees or third parties, nor accept improper advantages from potential customers, their employees or third parties.
3. The supplier shall always ensure a safe working environment, comply with all applicable quality, health and safety regulations and give appropriate consideration to environmental protection concerns. It will not use any prohibited or unsafe materials or components and will always ensure that waste is disposed of in an environmentally friendly and safe manner.
4. The supplier is obliged to inform GÖCKENER immediately in writing of any violation of any of the above obligations and to explain how the violation was remedied and what measures it has taken to prevent a recurrence.

21. Applicable law and jurisdiction

1. All legal relationships between GÖCKENER and the supplier are governed exclusively by the law of the Federal Republic of Germany, excluding international private law and the UN Convention on Contracts for the International Sale of Goods (CISG).
2. Place of performance and jurisdiction is 48683 Ahaus. GÖCKENER may, at its discretion, also assert claims at the registered office of the supplier.
3. Each provision of these General Terms and Conditions of Purchase applies on its own (§ 139 of the German Civil Code (BGB)).
4. Should any provision of these General Terms and Conditions of Purchase be or become invalid or unenforceable in whole or in part, or should there be a gap in these General Terms and Conditions of Purchase, this shall not affect the validity of the remaining provisions. In place of the invalid or unenforceable provision, the valid or enforceable provision shall be deemed to have been agreed

which comes closest to the purpose of the invalid or unenforceable provision. In the event of a gap, the provision agreed shall be that which corresponds to what would have been agreed in accordance with the purpose of these General Terms and Conditions of Purchase had the parties considered the matter from the outset.

22. General provisions

1. In order to ensure and verify appropriate quality measures and processes, document control and compliance with and fulfilment of legal requirements and guidelines, GÖCKENER is entitled to carry out announced audits at the supplier at any time.
2. The supplier agrees to the GÖCKENER Code of Conduct and applies it in daily dealings with employees and business partners as well as in all business activities. The GÖCKENER Code of Conduct is available for download on our website or can be sent to the supplier upon request.