General Terms and Conditions of Purchase
Effective from January 1st, 2018

Section 1: Scope
(1) These Terms of Purchase apply for all contracts that are concluded between Heidelberg Druckmaschinen AG, one of its subsidiaries, or one of its sales partners (hereinafter jointly referred to as “Heidelberg”) and the Supplier, and which at least partially pertain to the purchase of goods and/or rights and/or the performance of works or services for Heidelberg. They apply even if Heidelberg is aware of contradictory or different terms of the Supplier and accepts a delivery without reservation.
(2) If these Terms of Purchase are made al part of a contract, then they shall additionally apply for contracts concluded later. This applies even if not expressly agreed in connection with the conclusion of said later contracts. The respective currently applicable version of these Terms of Purchase as of the time the contract is concluded shall be decisive.
(3) Diverging general terms and conditions of business of the Supplier are not accepted, even if not expressly rejected.

Section 2 Orders and Contracts
(1) Before submitting its offer, the Supplier must comprehensively familiarize itself with the task ordered by Heidelberg, including all boundary conditions and interfaces with other tasks, as well as Heidelberg’s execution standard, and request particularly necessary information from Heidelberg in writing.
(2) Orders are a mission by Heidelberg only if binding when they are issued by Heidelberg in writing.
(3) Heidelberg is entitled to change the time and location of the delivery, as well as the type of packaging, at any time by written notification with a notification period of at least 14 calendar days before the agreed delivery date. The supplier agrees to changes of product specifications, insofar as these can be implemented within the scope of the Supplier’s normal production process, if such changes are not unreasonable in terms of costs. In this context, the Suppl...er’s obligations to Heidelberg. There is no right of retention.
(4) (1) Delivery objects manufactured according to Heidelberg’s specifications, and in connection with the conclusion of said later contracts. The Supplier shall indemnify Heidelberg against all claims arising from such violations and during the use of the delivery object delivered by the Supplier. The Supplier shall indemnify Heidelberg against all claims arising from such violations and during the use of the delivery object delivered by the Supplier.
(2) The Supplier is obligated to observe all applicable German and European intellectual property rights and/or the Supplier is obligated to observe all applicable German and European intellectual property rights.
(3) The Supplier is obligated to observe all applicable German and European intellectual property rights.
(4) The Supplier is obligated to observe all applicable German and European intellectual property rights.
(5) The Supplier is obligated to observe all applicable German and European intellectual property rights.
(6) The Supplier is obligated to observe all applicable German and European intellectual property rights.
(7) The Supplier is obligated to observe all applicable German and European intellectual property rights.
(8) The Supplier is obligated to observe all applicable German and European intellectual property rights.
(9) The Supplier is obligated to observe all applicable German and European intellectual property rights.
(10) The Supplier is obligated to observe all applicable German and European intellectual property rights.
(11) The Supplier is obligated to observe all applicable German and European intellectual property rights.
(12) The Supplier is obligated to observe all applicable German and European intellectual property rights.
(13) The Supplier is obligated to observe all applicable German and European intellectual property rights.
(14) The Supplier is obligated to observe all applicable German and European intellectual property rights.
(15) The Supplier is obligated to observe all applicable German and European intellectual property rights.
(16) The Supplier is obligated to observe all applicable German and European intellectual property rights.
(17) The Supplier is obligated to observe all applicable German and European intellectual property rights.
(18) The Supplier is obligated to observe all applicable German and European intellectual property rights.
(19) The Supplier is obligated to observe all applicable German and European intellectual property rights.
(20) The Supplier is obligated to observe all applicable German and European intellectual property rights.
(21) The Supplier is obligated to observe all applicable German and European intellectual property rights.
(22) The Supplier is obligated to observe all applicable German and European intellectual property rights.
(23) The Supplier is obligated to observe all applicable German and European intellectual property rights.
(24) The Supplier is obligated to observe all applicable German and European intellectual property rights.
(25) The Supplier is obligated to observe all applicable German and European intellectual property rights.
(26) The Supplier is obligated to observe all applicable German and European intellectual property rights.
(27) The Supplier is obligated to observe all applicable German and European intellectual property rights.
(28) The Supplier is obligated to observe all applicable German and European intellectual property rights.
(29) The Supplier is obligated to observe all applicable German and European intellectual property rights.
(30) The Supplier is obligated to observe all applicable German and European intellectual property rights.
(31) The Supplier is obligated to observe all applicable German and European intellectual property rights.
(32) The Supplier is obligated to observe all applicable German and European intellectual property rights.
(33) The Supplier is obligated to observe all applicable German and European intellectual property rights.
(34) The Supplier is obligated to observe all applicable German and European intellectual property rights.
(35) The Supplier is obligated to observe all applicable German and European intellectual property rights.
(36) The Supplier is obligated to observe all applicable German and European intellectual property rights.
(37) The Supplier is obligated to observe all applicable German and European intellectual property rights.
(38) The Supplier is obligated to observe all applicable German and European intellectual property rights.
(39) The Supplier is obligated to observe all applicable German and European intellectual property rights.
(40) The Supplier is obligated to observe all applicable German and European intellectual property rights.
(41) The Supplier is obligated to observe all applicable German and European intellectual property rights.
(42) The Supplier is obligated to observe all applicable German and European intellectual property rights.
(43) The Supplier is obligated to observe all applicable German and European intellectual property rights.
(44) The Supplier is obligated to observe all applicable German and European intellectual property rights.
(45) The Supplier is obligated to observe all applicable German and European intellectual property rights.
(46) The Supplier is obligated to observe all applicable German and European intellectual property rights.
(47) The Supplier is obligated to observe all applicable German and European intellectual property rights.
(48) The Supplier is obligated to observe all applicable German and European intellectual property rights.
(49) The Supplier is obligated to observe all applicable German and European intellectual property rights.
(50) The Supplier is obligated to observe all applicable German and European intellectual property rights.

Section 7 Intellectual Property Rights of Third Parties
The Supplier is liable to Heidelberg for claims that arise from a violation of intellectual property rights and/or of applications for intellectual property rights during the use of the delivery object delivered by the Supplier. The Supplier indemnifies Heidelberg against all claims arising from such violations and undertakes to assume all costs incurred in this context, including the costs of licensing fees that may have to be paid as well as appropriate legal costs. In addition, the Supplier shall support Heidelberg in any judicial or extra-judicial confrontations with the holder of the intellectual property rights.
Section 8 Claims for Defects

[1] Within the period specified in Section 2, the Supplier guarantees that the delivery object does not exhibit any defects of quality or title. A defect of this kind is deemed to exist if the delivery object does not correspond to the contractually agreed or typical purpose of use, the recognized rules of technology, or the applicable statutory and official provisions, especially licensing regulations, occupational health and safety provisions, and accident prevention regulations, at the time of the passing of risk. If CE, DIN, ISO, VDE, VDI, DVGW standards or equivalent standards are applicable to the delivery object, then it must be in compliance with these at the time of the passing of risk. The provisions of this section also apply if construction or installation work must be performed by the Supplier in connection with the delivered goods. The acceptance or approval of the submitted samples or prototypes does not constitute a waiver of warranty claims.

[2] All of Heidelberg’s claims for defects shall lapse after three years from the passing of risk unless otherwise agreed. Delivery objects that have been used for building structure in accordance with their typical manner of use and have caused this to be defective are subject to a period of limitation of five years.

[3] Upon receipt of the written notification of defects by the Supplier, the period of limitation for warranty claims is restricted until the Supplier rejects the claims in writing or declares that the defect has been resolved in writing or otherwise refuses to continue negotiations on the claims of Heidelberg in writing.

[4] At its discretion, Heidelberg can either request that the defect be repaired or that a defect-free delivery object or product be delivered. If the Supplier delivers a replacement, the period specified in Section 2 shall recommence for the replaced parts. This does not apply if the supplementary performance was not carried out in order to resolve a defect and this is not considered as the Supplier’s acknowledgment of being obligated to this from the perspective of Heidelberg. In particular, no acknowledgment shall exist if the fact that the Supplier did not intend to grant acknowledgment arises from the scope, duration, and costs of the supplementary performance. In all other respects, the statutory claims for defects apply.

[5] If no other contractual agreements have been made, the following shall apply: the period for complaints of defects that can be identified following an inspection that goes beyond a mere receiving inspection shall amount to two weeks beginning from the handover. In the event of concealed defects, this period shall begin upon discovery of the defect.

[6] Heidelberg is entitled to resolve defects itself, have defects resolved by third parties, or otherwise procure replacement at the cost of the Supplier if the Supplier refuses the fulfillment of its obligations due to Heidelberg’s claims for defects or does not fulfill these obligations within a reasonable period.

[7] The Supplier shall indemnify Heidelberg of any costs that Heidelberg incurs as a result of the fact that claims are asserted against Heidelberg for damages, the cause of which is to be attributed to the scope of responsibility of the Supplier. This shall also apply if a claim is asserted against Heidelberg based on the Produkthaftungsgesetz (German Product Liability Act).

Section 9 Liability / Insurance / Minimum Wage

[1] The Supplier is liable under the statutory provisions. The Supplier is liable for all damage to Heidelberg for which the Supplier, its personnel, and other third parties employed by it within the scope of the project are to blame. Furthermore, the Supplier shall indemnify Heidelberg of any costs that Heidelberg incurs as a result of the fact that claims are asserted against Heidelberg for damages caused by its delivery objects or performed services, the cause of which is to be attributed to the scope of responsibility of the Supplier. This includes the costs of any precautionary recall campaigns (machinery clause) and also applies in the event of claims asserted based on the Produkthaftungsgesetz (German Product Liability Act) or Umwelthaftungsgesetz (German Environmental Liability Act).

[2] The Supplier must take out expanded operational and product liability insurance (if required for the relevant delivery with machinery clause) including the full coverage according to the so-called product liability model, i.e. particularly also for the costs of disassembly and installation, with a coverage amount of at least EUR 5 million. The Supplier must present a confirmation of insurance to Heidelberg on request, from which the conclusion of the above-mentioned Insurance results. The Supplier is obligated to inform Heidelberg of every contract termination or change in coverage, regardless of grounds, but particularly the expiration of the contract without the conclusion of a succeeding contract.

[3] The Supplier shall ensure that he complies with the provisions of the law regulating a general minimum wage (MiLoG) in the fulfillment of the contract, and in particular that he pays the minimum wage in due time. In addition he shall ensure that in the case of the engagement of subcontractors, he will not employ any subcontractors that do not pay the minimum wage or do not pay the minimum wage in due time, and will not permit a subcontractor to perform work if they do not do so. The Supplier fully indemnifies Heidelberg against liability under Section 13 MiLoG in conjunction with Section 14 of the Arbeitnehmer- Entsendegesetz (German Employee Secondment Act). If subcontractors are engaged, the Supplier undertakes to ensure that the subcontractors also fully indemnify Heidelberg.

Section 10 Confidentiality

[1] The contractual parties undertake not to disclose confidential information of the other contractual party.

[2] Confidential information is information that is either expressly identified as such or for which the fact that it constitutes confidential information can be determined from the circumstances.

[3] Heidelberg may share confidential information with third parties insofar as this is necessary in connection with the execution of the contract. In such an event, Heidelberg shall obligate the third parties to confidentiality in accordance with their own regulations. If the Supplier refuses the fulfillment of its obligations due to Heidelberg’s claims for defects or does not fulfill these obligations within a reasonable period.

Section 11 Assignation, Offsetting, Right of Retention

[1] Claims of the Supplier arising from the contract may not be assigned in full or in part without the written consent of Heidelberg. This does not apply to pecuniary claims.

[2] Offsetting or exercise of the right of retention by the Supplier is permitted only with undisputed, acknowledged, or legally enforceable claims.

Section 12 Compliance

The Supplier undertakes to take all necessary and appropriate measures to prevent corruption. The Supplier therefore undertakes not to offer, promise, or grant payments or other benefits (e.g., money, non-cash gifts, and invitations that are not predominantly of a business nature, such as sports events, concerts, and cultural events) or to arrange for these to be offered, promised, or granted to employees and members of executive bodies of Heidelberg through employees, members of executive bodies, or third parties. This also applies to the granting of bonuses in kind to Heidelberg.

Section 13 Place of Performance, Place of Jurisdiction, and Applicable Law

[1] The place of performance for all contractual obligations of the Supplier is the place of the shipping address.

[2] In the case of contracts with traders and also with legal entities under public law or special funds under public law, Heidelberg is agreed as the exclusive place of jurisdiction.


Section 14 Subsidiary Agreements, Partial Ineffectiveness

[1] Amendments/additions to contracts concluded within the scope of these Terms of Purchase, as well as the annexure thereof, must be made in written form. This written form requirement can be waived only in writing. There are no verbal side agreements or assurances.

[2] If any provision of a contract is or becomes invalid in whole or in part, this will not affect the validity of the remaining provisions.