Worldwide General Conditions of Purchase of WIKA Mobile Control GmbH & Co. KG

Sec. 1 Area of Application

1. All business transactions involving the delivery of goods by WIKA Mobile Control and the companies associated to it shall be governed by these Conditions of Purchase. In every case of doubt, the latest Conditions of Purchase applicable shall be determined in writing.

2. All offers or tenders by the supplier shall be null and void.

3. WIKA Mobile Control reserves the right to use the Services of suppliers and manufacturers other than those mentioned in later contracts. They are thus valid for goods and services, and unless otherwise stated, for all deliveries of all kinds. Any deliveries of goods to be furnished by the supplier shall be accepted as taken, and in the case of services, accepted of the service.

4. Unless otherwise agreed, WIKA Mobile Control will only be bound by offers or tenders if WIKA Mobile Control has explicitly approved of their validity in writing.

5. The supplier guarantees that the relevant environmental guidelines, regulations, and standards are adhered to in the manufacture, transportation, operation and recycling of the goods, including all the relevant local, national, and international guidelines. By means of adequate information and training the supplier ensures that the goods are manufactured and delivered in accordance with these guidelines.

6. The supplier is obligated to use environmentally compliant materials and manufacturing processes in the production of the goods. In addition the supplier is obligated to keep the goods and all necessary documentation on the basis of the art level and science and technology with regard to environmental compatibility and to avoid harmful effects on the environment and to provide WIKA Mobile Control with the best of his abilities. In this respect the supplier has to inform WIKA Mobile Control in writing regarding suggestions for innovations and improvements of the goods and production processes.

7. The supplier is obligated to keep the goods and all necessary documentation on the basis of the art level and science and technology with regard to environmental compatibility and to avoid harmful effects on the environment and to provide WIKA Mobile Control with the best of his abilities. In this respect the supplier has to inform WIKA Mobile Control in writing regarding suggestions for innovations and improvements of the goods and production processes.

8. The supplier is obligated to keep the goods and all necessary documentation on the basis of the art level and science and technology with regard to environmental compatibility and to avoid harmful effects on the environment and to provide WIKA Mobile Control with the best of his abilities. In this respect the supplier has to inform WIKA Mobile Control in writing regarding suggestions for innovations and improvements of the goods and production processes.

9. The supplier is obligated to keep the goods and all necessary documentation on the basis of the art level and science and technology with regard to environmental compatibility and to avoid harmful effects on the environment and to provide WIKA Mobile Control with the best of his abilities. In this respect the supplier has to inform WIKA Mobile Control in writing regarding suggestions for innovations and improvements of the goods and production processes.

10. Unless otherwise agreed, WIKA Mobile Control will only be bound by offers or tenders if WIKA Mobile Control has explicitly approved of their validity in writing.
entitled to perform the segregation on its own at the expense of the supplier, if the supplier does not promptly begin with the segregation, or if the expected expense for the segregation is in the amount of up to € 500. Should an inspection of the goods go beyond the usual extent of the incoming products inspection as a result of the supplier’s failure to perform the segregation, all supplier will bear the corresponding costs.  

5. The supplier is obligated to maintain an appropriate quality management system and to produce and check the goods to be supplied in accordance with this quality management system. If the supplier does not maintain an appropriate quality management system or if the goods after the inspection equipment, services, material or other preliminary deliveries from sub-contractors, are not delivered in high quality, WIKA Mobile Control will inform the supplier about the unsatisfactory quality. If the supplier refuses to make use of the manufacturer’s service and to store these records as well as any samples of the goods to be delivered, the supplier will integrate these in its quality management system by contractual means or will ensure the quality of the delivered services. In this case, the supplier will carry out its own material testing. The supplier will keep copies of the quality management systems provided by the manufacturer and store these records as well as any samples of the goods to be delivered in a clearly arranged and orderly way. The supplier will grant WIKA Mobile Control access to the necessary materials and information, explain the records and hand out copies of the records as well as any samples of the goods to be delivered. WIKA Mobile Control will inform the supplier about the acceptance of the goods, provided this is practical in the proper course of business, if the goods correspond to the number and type agreed upon, without transport damage or defects visible. A further inspection of incoming goods will not be carried out.  

6. If a blocking by WIKA Mobile Control is required due to deficiencies of the goods delivered, WIKA Mobile Control can charge from the supplier an administration lump sum in the amount of € 250.00, unless the supplier proves that no damage or loss has occurred. Further claims of WIKA Mobile Control remain unaffected.  

7. In case of deficiencies of the goods, WIKA Mobile Control is entitled to immediately and temporarily stop the delivery of the goods or service for compensation to demand the correction of the deficiencies or the delivery of goods free of deficiencies from the supplier as substitution. In this case, the supplier must bear the costs of such transportation for this subsequent service. In case of any defects of the goods, WIKA Mobile Control is entitled to refuse the acceptance of the goods or the compensation claims, at his own discretion, to request from the supplier the removal of the defects, or the delivery of goods free of any defects and to withdraw from the contract. The use or compensation expenses required for the purpose of the remedy. This also applies, in case of defects of delivery, according to the same requirements, if the goods, have been shipped to another location other than the delivery address as stated by WIKA Mobile Control after delivery. In the event the supplier does not meet his obligation of remedy within a reasonable deadline as stipulated by WIKA Mobile Control, WIKA Mobile Control is entitled to remove the goods and call up a court of law to order WIKA Mobile Control, or in the event of an emergency, WIKA Mobile Control may perform the required measures on its own at the expense of the supplier, or commissioned person with the performance of the same. In case of minor deficiencies where there is no risk that the dimensions or functional of the goods will be exceeded by up to 10% of the net order amount of the defective goods, WIKA Mobile Control is always entitled to correct the deficiencies without order by the goods, if the supplier agrees to the request. If the supplier does not join the correction, WIKA Mobile Control has the right for the subsequent service. The supplier is not entitled to perform the segregation on its own at the expense of the supplier, if the supplier has them corrected by a third party.  

8. The acceptance of the goods as well as the processing, payment and repeat order of the goods which have not yet been recognised and indicated as defective do not constitute approval of delivery. Claims by WIKA Mobile Control remain unaffected.  

9. The limitation period for the warranty claims of WIKA Mobile Control is 24 months. For any defects claimed by WIKA Mobile Control, WIKA Mobile Control will inform the supplier about the content of the subsequent service. If such objects are not corrected, WIKA Mobile Control will declare whether it will take over the goods or the service provided, if the supplier does not respectively for the purpose of further processing. In case of a remedy of defects, the limitation period begins at the day of correction. In case of repetitive defects, the limitation period begins at the day of acceptance of WIKA Mobile Control with all necessary information. All inventions or other work results are hereby transferred to WIKA Mobile Control, unless otherwise agreed in writing. The supplier hereby accepts the transfer. If WIKA Mobile Control has no interest in accepting the correction, WIKA Mobile Control transfers the invention back to the supplier. WIKA Mobile Control then has a simple, unlimited right of use.  

10. Suppliers are obligated to supply WIKA Mobile Control with free of charge, the exclusive rights of use, unlimited in terms of space, time and content, with and without copyright design. This also applies to copyrighted computer programs (in object and source code). In particular, WIKA Mobile Control is entitled to duplicate, transfer to a third party, distribute, translate or otherwise transform all work results without the consent of the supplier and to use and distribute them in modified form or in their original form.  

Sec. 11 Property and copyrights  

1. WIKA Mobile Control is entitled to store, transfer to third parties or use, have been shipped to another location other than the delivery address as stated by WIKA Mobile Control after delivery. In the event the supplier does not meet his obligation of remedy within a reasonable deadline as stipulated by WIKA Mobile Control, WIKA Mobile Control is entitled to remove the goods and call up a court of law to order WIKA Mobile Control, or in the event of an emergency, WIKA Mobile Control may perform the required measures on its own at the expense of the supplier, or commissioned person with the performance of the same. In case of minor deficiencies where there is no risk that the dimensions or functional of the goods will be exceeded by up to 10% of the net order amount of the defective goods, WIKA Mobile Control is always entitled to correct the deficiencies without order by the goods, if the supplier agrees to the request. If the supplier does not join the correction, WIKA Mobile Control has the right for the subsequent service. The supplier is not entitled to perform the segregation on its own at the expense of the supplier, if the supplier has them corrected by a third party.  

2. The supplier is obligated to exempt WIKA Mobile Control from any further claims by WIKA Mobile Control. The supplier is further obligated to indemnify WIKA Mobile Control from national and international product liability claims of third parties, from any damage, loss or circumstances for which WIKA Mobile Control is liable as a result of the performance of the same. In case of minor deficiencies where there is no risk that the dimensions or functional of the goods will be exceeded by up to 10% of the net order amount of the defective goods, WIKA Mobile Control is always entitled to correct the deficiencies without order by the goods, if the supplier agrees to the request. If the supplier does not join the correction, WIKA Mobile Control has the right for the subsequent service. The supplier is not entitled to perform the segregation on its own at the expense of the supplier, if the supplier has them corrected by a third party.