Purchasing Terms and Conditions

MAIBACH Industrie-Plastic-GmbH (hereinafter referred to as “MAIBACH”)

Effective: September 2025

§ 1 Scope

Our purchasing terms and conditions apply exclusively. Conflicting or deviating terms of the supplier will not be accepted. These terms also apply if MAIBACH accepts deliveries without objecting to the supplier’s differing terms.

They apply exclusively to entrepreneurs, legal entities under public law, and special funds under public law (§ 310 BGB). They also apply to all future transactions with the supplier.

These terms apply to the delivery of movable goods (§ 651 BGB). For services, including repairs and maintenance, the terms apply with the exception of clauses 4, 5, and 9; in these cases, statutory provisions apply.

§ 2 Order Placement

Orders are only binding if issued in writing or text form. Verbal orders are only binding if confirmed in writing or text form by MAIBACH. Confirmation by the supplier is not required.

Any additional agreements must be confirmed by MAIBACH in text form (e.g., fax or email).

These purchasing terms apply to every order. If the supplier’s general terms conflict with MAIBACH’s, MAIBACH’s terms prevail unless the supplier objects in writing within 3 days of receiving the order. Sending different terms or referencing them is not sufficient. If the supplier begins execution and informs MAIBACH, the objection is irrelevant.

Quality assurance agreements, framework agreements, or individual agreements take precedence over these terms.

§ 3 Payment Terms / Prices

Unless otherwise agreed, invoices are payable within 14 days with a 2% discount or within 30 days net after receipt of goods and invoice.

Invoices must be sent in writing or via email to einkauf@maibach-ipg.de.

Payment requires defect-free delivery. Invoices must include MAIBACH’s order number and, if applicable, article number. Missing or incorrect information may result in the invoice being returned unpaid. The payment period starts upon receipt of the corrected invoice.

Prices are binding and, unless otherwise agreed, are “DDP Steinbeisstr. 11, 73054 Eislingen” per Incoterms 2020, including packaging.

Price changes due to cost increases are excluded unless agreed otherwise. Any changes in price or delivery date must be communicated in text form and confirmed by MAIBACH before production or delivery.

§ 4 Delivery Terms

Delivery must be made “CIP” (Carriage and Insurance Paid to) per Incoterms 2020 to the address specified in the order. For international deliveries, “DDP” (Delivered Duty Paid) applies.

Delivery must comply with GGVSEB regulations if applicable. Delivery documents must include MAIBACH’s order number, article number, item weight, and country of origin. Additional documents may be required per foreign trade regulations.

If MAIBACH pays for transport, the supplier must use an approved carrier and notify them. If the carrier fails to collect the goods, MAIBACH must be informed immediately.

§ 5 Transfer of Risk / Place of Performance

Risk transfers to MAIBACH upon delivery at the specified address. The place of performance is the location of the delivery recipient.

§ 6 Delivery Date / Delay / Force Majeure

The delivery date specified in the order is binding. If the date is fixed or calculable, the supplier is in default without a reminder.

If a different arrangement is made, the supplier is in default upon MAIBACH’s reminder.

In case of delay, MAIBACH may claim damages. A flat rate of 2.5% of the delivery value per full calendar week may be charged, up to 10% of the total value. Further legal claims remain unaffected.

Acceptance of late delivery does not waive damage claims.

MAIBACH may withdraw from the contract and/or claim damages after a grace period expires.

Force majeure, operational disruptions, unrest, labor disputes, official measures, and other unavoidable events (including epidemics, pandemics, quarantine orders) release MAIBACH from timely acceptance. MAIBACH may withdraw if the event is not short-term and the need no longer exists.

§ 7 Obligation to Inspect / Incoming Goods Inspection

MAIBACH or the recipient must inspect the goods for conformity, quantity deviations, and visible damage within a reasonable time. Defects found must be reported immediately.

The supplier waives further incoming inspection requirements. Hidden defects discovered during use must be reported immediately. The supplier waives the objection of late notification.

§ 8 Description of Ordered Item

Drawings, samples, specifications, or instructions from MAIBACH are binding for the nature and execution of the item or service.

If drawing numbers or revision indices are specified, the supplier must produce accordingly. Missing drawings must be requested from MAIBACH.

If samples are required, series production will only be accepted after written approval.

Concerns about specifications must be reported before production begins. Production may only start after written instruction from MAIBACH.

The supplier must comply with technical standards and safety regulations. Changes to the product or production process require prior written approval.

The supplier must continuously monitor quality and comply with environmental regulations.

§ 9 Warranty

The supplier must ensure full functionality of the item, especially if it is used in MAIBACH products. This must be communicated to the manufacturer or upstream supplier.

A 36-month warranty applies from acceptance, covering defect-free condition and agreed specifications.

Acceptance is when MAIBACH or the recipient can inspect the item.

MAIBACH retains full statutory warranty rights, including repair or replacement.

This includes costs from defective products combined with the item.

After a grace period, MAIBACH may reduce the price, withdraw from the contract, or claim damages.

Limitations in the supplier's terms are not accepted.

Functionality includes compliance with accident prevention regulations.

§ 10 Product Liability

If MAIBACH is held liable by third parties, the supplier must indemnify MAIBACH under the Product Liability Act, including recall costs.

The supplier must maintain product liability insurance with a coverage of EUR 10 million per personal/property damage.

Recall or service campaign costs are shared based on contributory negligence (§ 254 BGB).

MAIBACH will inform the supplier of the scope and allow comments. Legal claims remain unaffected.

MAIBACH will notify authorities under ProdSiG in coordination with the supplier.

§ 11 Retention of Title / Tools and Equipment

Parts provided by MAIBACH remain its property. Processing is done for MAIBACH. MAIBACH acquires co-ownership of new items proportionally.

Tools and documents owned by MAIBACH may not be used for third-party production without written consent.

Damage or destruction of such items requires compensation at replacement value. Insurance against fire, water, and theft must be maintained and proven upon request.

Damage must be reported immediately.

Ownership of products transfers to MAIBACH upon full payment. Extended retention of title by the supplier is excluded.

§ 12 Third-Party Rights / IP Rights

The supplier guarantees that deliveries are free from third-party rights, even if informed of such rights.

MAIBACH may demand removal of rights or indemnification. After a grace period, MAIBACH may withdraw and claim damages.

§ 13 Preliminary Work

Drafts, calculations, offers, etc., are free of charge unless agreed otherwise.

§ 14 Confidentiality

The supplier must treat all documents and information confidentially. They remain MAIBACH's property and may only be disclosed with written consent.

This obligation continues after contract termination. The supplier may not use the information for own production or competitors.

MAIBACH reserves all rights (e.g., patents).

§ 15 Assignment / Subcontractors

Assignment of claims or rights to third parties requires MAIBACH's written consent.

The same applies to subcontracting. MAIBACH will not unreasonably withhold consent.

§ 16 Withdrawal / Termination Rights

MAIBACH may withdraw from the contract if the supplier's financial situation deteriorates, insolvency occurs, or payments are suspended.

In such cases, MAIBACH may terminate long-term contracts and claim damages unless the supplier is not responsible.

§ 17 Place of Performance / Jurisdiction

Place of performance is MAIBACH's business location or the agreed delivery address.

Jurisdiction is the competent court at MAIBACH's location. MAIBACH may also sue at the supplier's headquarters or any other permissible location.

§ 18 Applicable Law / Contract Language

German law applies. The UN Convention on Contracts for the International Sale of Goods (CISG) and conflict of laws are excluded.

Contract language is German.

§ 19 Severability

If any provision is invalid, the remaining provisions remain effective. Invalid provisions shall be replaced by valid ones that best reflect the intended purpose.