

Terms and Conditions of Purchase

Scope

These Terms and Conditions of Purchase apply to every framework agreement, delivery call-off and all individual orders with our suppliers. The supplier's general terms and conditions shall not be valid.

General provisions

Orders, agreements and amendments must be made in writing. Orders and call-offs are binding, unless the supplier objects in writing within 5 days.

Code of Conduct

The supplier undertakes to comply with the contents of the heinrichs drehteile Code of Conduct, which is published on the website at www.heinrichs.de.

Confidentiality

The supplier must treat the conclusion of contract and the content of the contract as confidential. The supplier shall use all documents (including samples, models and data) and knowledge that it receives in the course of business relationship exclusively for the jointly pursued purposes and shall treat such data as confidential towards third parties with the same care as its own corresponding documents and knowledge.

The supplier undertakes to impose a corresponding obligation on its employees and, if applicable, on its subcontractors. We reserve all rights in our information, in particular in the event that a patent is granted, a utility model is registered or a trade mark is protected.

Prices

Unless otherwise agreed, the prices are CPT Dorweiler. If an EXW price has been agreed, the goods must be shipped via the specified carrier. The agreement on the place of performance shall not be affected by the pricing method.

We reserve the right to recognise excess or short deliveries.

Drawings, execution documents, tools & packaging

Illustrations, drawings, calculations and other documents, as well as models, tools, other means of production and transport packaging that are provided or made available to the supplier shall remain our property. They must not be scrapped or made accessible to third parties or used for purposes other than the purpose contractually agreed, without our written consent. They must be carefully stored on our behalf by the supplier at the supplier's expense during performance of the contract.

Materials provided by us

The supplier must label products, materials and transport packaging that we provide with reference to our ownership and must insure them at its own expense against fire, water and theft at replacement value. On request, the supplier shall provide us with evidence of the presence of markings and that corresponding insurance is in place.

Delivery and shipping instructions

INCOTERMS 2000 shall apply to the interpretation of the trade terms.

Freight documents contain the note "Consignee is a customer who does not assume costs of insurance under minimum conditions for forwarding insurance (SpV) or an SLVS forwarding, logistics and warehouse insurance policy" and the exact description of the freight.

A single copy of the delivery notes must be enclosed with the consignment.

Specified carriers:

<31 kg – via UPS # 6x745E

>31 kg – by forwarding agent Dachser, Koblenz

Delivery: Monday to Friday, 7 a.m. to 3 p.m.

The supplier must use environmentally friendly packaging materials that are recyclable, wherever possible.

Labelling

The order number and consignee must be stated in all correspondence.

Each packaging unit must be labelled with our article No. (= Heico No.), supplier, batch No., delivery note No. and delivery date, and if applicable, with material and material dimensions.

Proof of origin, proof of VAT & export restrictions

The supplier shall provide us with any proof of origin required by law or that we request, with all necessary details and duly signed promptly. This also applies to VAT-related evidence for deliveries abroad and intra-Community deliveries. The supplier shall inform us immediately if a delivery is wholly or partly subject to export restrictions under German law or any other law. The supplier must also comply with the sanctions directives regarding restrictive measures in accordance with EU regulations and laws and must ensure compliance within its supply chain.

Deadlines & delays

If the supplier realises that the agreed deadlines cannot be met for any reason, it must inform us immediately. The obligation to meet the agreed deadlines remains unaffected. Partial deliveries may only be made after consulting us and must be labelled as such.

In the event of default by the supplier, we may – after a reasonable grace period set by us has expired without result – have the delivery that has not yet been made by the supplier carried out by a third party at the supplier's expense. Alternatively, we may withdraw from the contract after expiry without result of a reasonable grace period set by us.

In addition to the provisions set out in the above paragraphs, the statutory provisions shall apply.

Quality

The goods must comply the agreed specification and everything that must be assumed by the supplier from knowledge of the intended use, but as a minimum the mandatory statutory requirements and the state of the art. The time of transfer of risk is the relevant time with regard to the condition of the goods in accordance with the contract. Heinrichs may demand that a corresponding quality assurance agreement is concluded.

Hazardous substances and environmental protection

By accepting the order, the supplier confirms to us that all the goods delivered by the supplier comply with the requirements of the REACH Regulation EC No 1907/2006 and the RoHS Directive 2011/65/EU, that the supplier shall observe the applicable hazardous substances regulations and fulfil its resulting obligations to provide information to Heinrichs.

The supplier shall comply with the applicable statutory regulations of the European Union (EU) and the Federal Republic of Germany for its deliveries. This includes e.g. laws and regulations such as the German Electrical and Electronic Equipment Act (ElektroG), the German Electrical and Electronic Equipment Substances Ordinance (ElektroStoffV) and the German End-of-life Vehicle Ordinance (AltfahrzeugV).

Warranty

The warranty period is 60 months after delivery.

Defects

We inspect incoming goods immediately on receipt for obvious deviations in quantity and identity, as well as for transport damage.

In this respect, the supplier waives the defence of late notice of defects in accordance with Section 377 of the German Commercial Code (HGB).

If the supplier allows a reasonable period set for the supplier to elapse without having rectified the defect or delivered defect-free goods, we may rectify the defect ourselves or have it rectified by a third party at the supplier's expense. The statutory provisions on when setting a period is not necessary and all the statutory rights on the basis of defects, including rights of recourse, shall remain unaffected.

The supplier warrants that all deliveries are unencumbered by third-party rights and, in particular, that the delivery and use of the goods does not infringe any patents or other industrial property rights of third parties in the intended countries of use. Insofar as the supplier is directly liable to the third party by law, the supplier indemnifies us against claims by third parties arising from any infringements of property rights and shall bear all the necessary costs incurred in this regard.

Emergency strategy

The supplier must maintain a comprehensive risk management system, including contingency planning, to ensure it can deliver. This also includes risks from cyber attacks.

Liability

If the supplier is responsible for product damage, it must indemnify us against claims for damages by third parties to the extent that the cause is within its sphere of control and organisation and the supplier itself is liable in relation to third parties.

Under such liability, the supplier must also reimburse any expenses incurred in connection with a recall campaign. Other statutory claims remain unaffected.

The supplier undertakes to maintain product liability insurance that is appropriate in scope and amount and also covers the risk of the recall of defective goods worldwide.

Payment

Unless otherwise agreed, we shall pay within 14 days of delivery and receipt of invoice with 2% discount or by the end of the month following delivery and receipt of invoice.

If early deliveries are accepted, the due date shall be the agreed delivery date. Making payments does not imply any acknowledgement that the goods are free of defects. We shall be entitled to rights of set-off and retention to the extent permitted by law.

Assigning claims from the relationship with the supplier shall require our express consent.

Retention of title

We recognise the supplier's simple retention of title.

Force majeure

Unforeseeable, unavoidable and serious events shall release the parties from their performance obligations for the duration of such disruption and to the extent of its impact. To the extent that is reasonable, the parties must provide the necessary information promptly and adapt their obligations to the changed circumstances in good faith.

Place of performance, partial invalidity, place of jurisdiction & applicable law

The place of performance for deliveries is the destination specified we specify; for payments, it is our registered office.

In the event of that individual provisions of the agreement are invalid, the other provisions shall remain binding.

The place of jurisdiction is the registered office of Heinrichs & Co. KG. We shall also be entitled to lodge a claim at the supplier's registered office.

The contractual relationship shall be governed exclusively by the law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

Dommershausen, January 2026

heinrichs drehteile GmbH & Co. KG | 56290 Dommershausen