



**General Terms and Conditions of Purchase**  
**HoWe Wurstwaren KG, Regenstraße 1, 90451 Nuremberg**  
**[www.howe-nuernberg.de](http://www.howe-nuernberg.de)**

**1. General Provisions**

These General Terms and Conditions of Purchase (GTC) apply to all contracts concluded between HoWe and the Supplier, manufacturer or service provider ("Suppliers") regarding orders or in any other form. Deviating General Terms and Conditions (GTC) of the Supplier shall only apply if HoWe has expressly accepted them in writing (text form shall also be deemed to be "in writing"). Acceptance of deliveries or services of the Supplier without objection to or payment of the Supplier's T&Cs does not constitute HoWe's acceptance of the Supplier's T&Cs. If the Supplier has accepted the GTC, they shall also apply to future contracts with the Supplier.

**2. Offers, Orders, Conclusion of Contracts**

- 2.1. The preparation of offers or the preparation of cost estimates is free of charge for HoWe and does not oblige HoWe to conclude a contract. If the Supplier deviates from an enquiry from HoWe in its offer, it must expressly point this out when submitting the offer. HoWe shall not bear any costs or pay any remuneration for visits, planning and other preliminary services carried out by the Supplier in connection with the preparation of quotations, unless this has been agreed in the individual case.
- 2.2. Orders, their modification or supplementation, as well as any other agreements made at the time of conclusion of the contract with the Supplier, shall be binding if they are declared or confirmed by HoWe in writing. Order confirmations deviating from or supplementing orders or unilateral change requests by the Supplier after the contract has been concluded, e.g. in the specification, shall only apply if HoWe agrees to the change in writing.

**3. Terms of Delivery, Prices**

- 3.1. Unless otherwise agreed, the Supplier shall deliver "DDP Destination, Incoterms®2020". The Incoterms clause applies to all deliveries and services that the Supplier has to perform in order to fulfil its contractual obligations in connection with the delivery of goods to the named destination. The delivery must be accompanied by all legally required or contractually agreed proofs and documentation, which must be presented at the same time as the goods. Others must be transmitted in parallel to the designated receiving address.
- 3.2. Unless otherwise agreed, prices for deliveries are based on the arrival of goods at the destination or the provision of services at the place of execution. They compensate for all deliveries and services that the Supplier has to perform in order to fulfil its obligations. As far as intellectual property rights are concerned, the prices include the unrestricted granting of rights of use to them for the contractually intended purpose. In the event of an agreed or legally provided acceptance of a complete delivery or service in accordance with the contract by HoWe, each contracting party shall bear the costs incurred by it in relation to the place of acceptance.



#### **4. Shipping, Transport Insurance, Packaging, Origin of Goods**

- 4.1. For each delivery, a dispatch notice and a delivery note must be sent to the recipient on the day of delivery. If a bill of lading is to be issued and contains incorrect or inaccurate information, the Supplier shall be liable to HoWe for any delays and damages resulting therefrom. All shipping documents must correctly state the HoWe order number and the consignee specified in the order.
- 4.2. If the delivery is dangerous goods or other goods that are subject to special national and international shipping and labelling or transport security regulations, the Supplier must pack them accordingly, mark them and send them to the place of destination in compliance with the relevant regulations.
- 4.3. If the delivery is subject to rules of origin in accordance with EU preferential agreements, the Supplier will provide HoWe with the relevant proof of preference, such as a movement certificate. Otherwise, the Supplier will notify HoWe of the non-preferential origin of the delivered goods.
- 4.4. If goods originating from bilateral or multilateral preferential agreements are delivered, or if unilateral conditions of origin of the Generalized System of Preferences for Beneficiary Countries (GSP Regulation) have to be met, these must be complied with.
- 4.5. The Supplier must comply with the current statutory take-back, recycling and documentation obligations for packaging in accordance with the Packaging Act and the requirements of the EU Packaging Regulation. Transport packaging must be returned free of charge at the destination.
- 4.6. The aforementioned sections in No. 4, the Supplier must also comply if he has assumed further obligations, such as installation and/or acceptance by HoWe has been contractually agreed or provided for by law.

#### **5. Property, Industrial Property Rights, Copyright, Confidentiality**

- 5.1. Documentation, layouts, specifications, recipes, and other documents that HoWe transmits to the Supplier or becomes aware of in connection with the fulfillment of contracts remain the property of HoWe, as do any existing intellectual property rights. They may only be used for the intended purpose of fulfilling the respective contract and must be returned to HoWe upon request at any time after fulfillment of the contract.
- 5.2. The use of operating equipment or other equipment owned by HoWe when providing services in HoWe's business environment is only permitted for the purposes contractually agreed with HoWe and within the framework of HoWe's cooperation. If the Supplier uses third parties for the performance of the contract, he must ensure that they comply with the protection of the rights, even if HoWe has permitted the use of them.
- 5.3. HoWe objects to the Supplier's retention of title that goes beyond a simple retention of title.
- 5.4. All documents provided to the Supplier, information about provision and other know-how that become known to the Supplier during the course of business cooperation, including customer data and details of the supply of these, shall be regarded as a protected trade secret of HoWe. This includes all new knowledge and results gained through his involvement about HoWe's internal affairs. The Supplier shall keep the trade secrets secret and shall not disclose or bring them to the attention of third parties without the express written consent of HoWe. Excluded from the duty of secrecy are mandatory disclosure obligations under law as well as cases of official or court order, as well as those that have been and will be made publicly available by HoWe without its involvement, were known to the Supplier at the beginning of the contract or became generally known. The Supplier must expressly oblige third parties engaged by it to



maintain confidentiality and only disclose a trade secret to them if it is unavoidable. In case of doubt, the Supplier will coordinate with HoWe in advance.

## **6. Deadlines, Dates, Contractual Penalty**

- 6.1 The decisive factor for compliance with agreed deadlines and deadlines is the receipt of the complete defect-free delivery and/or service with the owed documentation and other documents at the destination or the successfully completed acceptance, if such has been agreed or provided for by law. Any plans, calculations or other documents owed that HoWe must approve must be handed over to HoWe in due time so that the contractual deadlines and deadlines can be met.
- 6.2 As soon as the Supplier realizes that it is unable to meet agreed deadlines and deadlines in full or in part in a timely manner, it shall immediately inform HoWe in writing, stating the reasons and the expected duration of the delay. Such notices have no influence on the course of the deadlines and deadlines and do not affect the statutory rights and claims to which HoWe is entitled in the event of default.
- 6.3 If a contractual penalty has been agreed and incurred in the event of delay, HoWe may claim it until the invoice for the late delivery or service has been settled, without having to reserve the right to do so at the time of acceptance or receipt, if this was agreed or provided for by law.

## **7. Partial, Excess or Short Deliveries**

- 7.1 Partial deliveries or partial services require the prior written consent of HoWe. If these are also accepted without prior consent, this does not constitute an early due date of payment obligations or HoWe's consent to the assumption of additional transport costs.
- 7.2 HoWe reserves the right to accept excess or short deliveries in individual cases. In the event of additional deliveries without prior written consent, HoWe shall be entitled to refuse acceptance of the delivery or to store or return it to the Supplier at the Supplier's expense and risk.

## **8. Assumption of Risk, Acceptance or Declination, Force Majeure**

- 8.1 The Supplier shall bear the risk of accidental loss and accidental deterioration of the goods until they arrive at their destination. The risk is transferred to HoWe upon arrival at the destination. If acceptance by the Purchaser is provided for or agreed by law, the Supplier shall bear the risk until HoWe has declared acceptance.
- 8.2 Furthermore, HoWe is only obliged to accept deliveries if the goods have the agreed characteristics and if documents and certificates that were to be presented or are a prerequisite for their marketability and usability are available to HoWe.
- 8.3 Cases of force majeure and other external circumstances that are unforeseeable and beyond HoWe's control entitle HoWe to postpone receipt of deliveries and/or services or acceptance for the duration of the impediment and to withhold consideration. This also applies in cases where the Supplier has legitimately invoked force majeure and provides evidence of such.

## **9. Invoice, Payment**

- 9.1 Invoices must be submitted separately for each order in a single copy after complete defect-free delivery, completion of services or, in the case of performance-related services, after their acceptance - stating the order data - and must be verifiable. Invoices without a purchase order number will remain unprocessed until they are completed and submitted to HoWe in a verifiable manner.
- 9.2 Unless otherwise agreed upon in writing, properly submitted verifiable invoices shall be paid within 14 days with a 3% discount or within 30 days net. The period runs upon receipt of the



invoice, but not before complete defect-free fulfillment of the contract and/or acceptance, if such fulfillment is provided for by law or contractually agreed.

#### **10. Notice of Defects, Rights in the Event of Defects, Periods of Limitation**

- 10.1 To the extent that the commercial obligation to inspect and give notice defects applies, HoWe's obligation is limited to checking the goods for quantity and identity, for externally visible transport or packaging damage, and randomly checking the goods for their essential characteristics, to the extent that this is reasonable and customary for the product group. If obvious defects are identified, HoWe will notify the Supplier immediately, at the latest within five days of delivery, and other defects immediately upon their discovery. In cases of doubt regarding quantities, weights, and dimensions, the values determined at the place of destination shall prevail.
- 10.2 The Supplier shall owe defect-free deliveries and services upon arrival of goods at the place of destination. The deliveries and services must have the agreed characteristics as well as guaranteed values and properties and fulfil the intended use. The Supplier shall also ensure that objectively expected features and characteristics are fulfilled, provided that these are not suppressed by individual agreements. Notwithstanding this, the Supplier shall inform HoWe immediately in writing if it becomes aware of circumstances that give rise to doubts as to the absence of defects or the safety of deliveries or services that have already been made.
- 10.3 Deliveries and services must comply with the current state of the art and the rules of technology, and the Supplier must employ qualified and trained personnel for services. Deliveries must be equipped with prescribed safety devices. The Supplier must comply with safety regulations.
- 10.4 In particular, machines must comply with the requirements of the EU Machinery Directive valid at the time of delivery and must be designed in accordance with said standards and be equipped with safety and protective devices that limit or prevent potential hazards and accident risks when operated as intended.
- 10.5 The Supplier must comply with relevant environmental protection, hazardous substances, dangerous goods, and accident prevention regulations, as well as occupational safety requirements of the employers' liability insurance association. If the place of performance is HoWe, the Supplier must comply with any applicable safety and hygiene regulations that have been brought to its attention. The provisions of product safety law must be complied with at all times during the manufacture and delivery of goods.
- 10.6 Insofar as deliveries and services are goods that are subject to the Food, Consumer Goods and Feed Code (LFGB), the Supplier of the product group must carry out appropriate quality assurance and create currently prescribed evidence of the marketability of the goods to be delivered to HoWe. If they are not required to be presented upon delivery, they must be presented to HoWe for inspection upon request in justified cases. In particular, the food safety requirements according to Regulation (EC) 2002/178 (current version) must be met.
- 10.7 If Regulation (EC) No. 1907/2006 "REACH Regulation" applies to the delivery or components thereof, the respective substances must be pre-registered, registered or approved upon delivery in accordance with the current status of the regulation and other requirements from this regulation, such as the submission of a safety data sheet, must be met.
- 10.8 The release by HoWe of samples or plans, layouts and other documents (e.g. documents, specifications) submitted by the Supplier to HoWe shall not affect the Supplier's responsibility for the proper, complete and defect-free performance of the contract.
- 10.9 In the event of defects and warranty claims, HoWe shall be entitled to the statutory rights of defects without restriction. Special warranty claims that go beyond the statutory claims for



defects remain unaffected by this. If an acceptance is contractually agreed or provided for by law, HoWe may refuse acceptance and/or withhold an advance payment linked to it if the service is not fully performed or is defective. This shall also apply in the case of an agreed acceptance date or if the Supplier has set a deadline for acceptance to HoWe without it being ready for acceptance.

- 10.10 The statutory period of 24 months shall run for claims for defects subject to the limitation period. It begins with delivery and/or service or acceptance, if such is provided for or agreed by law. Longer statutory limitation periods for the limitation period for claims for defects and the duration and running of the statutory regular limitation period for other claims remain unaffected by this. HoWe reserves the right to assert statutory recourse claims against the Supplier in the event of justified claims by customers or end customers within statutory deadlines.
- 10.11 If a defect becomes apparent within the limitation period, HOWE shall be entitled, within the scope of the other rights and claims provided for by law, to demand subsequent performance by means of rectification, subsequent delivery or new production within a reasonable period of time. The place of subsequent performance is the place of destination, the place of acceptance or another final place of shipment if this was known to the Supplier. The Supplier shall bear all expenses incurred by the Supplier in connection with the determination and elimination of defects, including insofar as they are incurred onsite at HoWe, in particular within the legal framework of inspection costs, removal and reinstallation costs, labor and material costs as well as transport and other subsequent performance costs in the event of replacement of defective parts.
- 10.12 In urgent cases, if the Supplier could not be reached and there is a risk of disproportionately high damages, HoWe shall have the right to remedy the defects at the Supplier's expense and risk or to have them carried out by a third party. HoWe will promptly notify Supplier of any such action.
- 10.13 If HoWe has installed or attached to another item a delivered part that proves to be defective in accordance with its nature and intended use, the Supplier shall reimburse HoWe for the necessary expenses incurred by HoWe as subsequent performance costs within the scope of supplementary performance if HoWe removes the defective part and installs the repaired part or a newly delivered defect-free part or has to reattach it to the other item.
- 10.14 If the subsequent performance has not taken place within a set reasonable period of time, has failed or if the setting of a deadline was unnecessary, HoWe may withdraw from the contract in accordance with the statutory provisions and demand damages or damages instead of performance, reimbursement of expenses or a reduction.

## **11. Granting of Rights of Use, Infringement of Third-Party Property Rights**

The Supplier shall ensure that HoWe obtains the rights of use required for the purposes of use in accordance with the contract without restriction and does not infringe the copyrights, patents or property rights of third parties in the corresponding use or sale of its deliveries. It shall indemnify HoWe against all claims that are legitimately made to HoWe due to infringement of an industrial property right and assumes the costs of safeguarding the rights if these claims are based on a culpable breach of duty on its part. HoWe will inform the Supplier immediately in the event of a claim.

## **12. Non-Contractual Product Liability, Other Liability, Insurance**

- 12.1 The Supplier shall indemnify HoWe against all Supplier claims arising from product liability, if these are due to an error in the delivery and/or service provided by it. Under the same conditions, it shall also be liable for damages caused by HoWe in such cases by means of appropriate and legally appropriate necessary precautionary measures, e.g. through public warnings or recalls. HoWe's right to assert its own damages against the Supplier in





accordance with statutory provisions remains unaffected by this. In all other respects, the statutory provisions shall also apply to the other liability of the Supplier, regardless of the legal grounds.

- 12.2 The Supplier undertakes to insure corresponding risks in an appropriate amount, to maintain insurance cover as long as a claim by HoWe is to be expected and to prove this to HoWe upon request by presenting its insurance policy.

### **13. Data Protection**

The Supplier is obliged to comply with the applicable provisions of the EU GDPR and German data protection law, in particular when processing personal data. If the provision of personal data to third parties is necessary for the performance of the contract, the Supplier must oblige them to comply with the provisions of data protection law. HoWe is entitled to store and process all data provided to HoWe by the Supplier, taking into account the applicable data protection regulations, even if it is personal data, insofar as this is necessary to establish or maintain the business relationship with the Supplier. In all other respects, HoWe adheres to the privacy policy, which can be viewed at <https://www.howe-nuernberg.de/datenschutz/>.

### **14. References/Advertising**

The Supplier shall not be entitled to use any information relating to any intended or existing contractual cooperation with the Supplier for reference or marketing purposes without the written consent of HoWe. Likewise, photography on the HoWe premises as well as the use and/or publication of information of any kind about the company or its business partners is prohibited without the written consent of HoWe, unless it has already been published by authorized persons.

### **15. Transfer of Orders, Assignment, Retention of Title**

- 15.1 The Supplier may only entrust the execution of orders or substantial parts thereof to third parties with our prior written consent.

- 15.2 The Supplier may only assign its claim against HoWe to third parties or have it collected by third parties with the prior written consent of HoWe, unless the claims are legally established or undisputed.

- 15.3 Ownership of Supplier deliveries shall pass to HoWe in accordance with the provisions of law. HoWe objects to the Supplier's retention of title regulations insofar as they go beyond the simple retention of title. In individual cases, they require a prior written agreement. If, however, subcontractors assert ownership rights, co-ownership rights or liens with HoWe or have enforcement measures carried out, HoWe will assert a claim against the Supplier for all damages incurred by HoWe as a result.

### **16. Statutory Minimum Wage (MiLoG), Posting of Workers Act (AEntG), Prohibition of Illegal Employment**

- 16.1 The Supplier shall be obliged to ensure that the employees and external personnel employed by the Supplier or its subcontractors for the execution of contracts concluded with HoWe comply with the statutory minimum wage or, if the services to be provided fall within the scope of a European Posting of Workers Directive and/or the AEntG, in particular in the case of postings from abroad or to foreign countries, the respective prescribed working conditions, depending on their duration of use. It must also comply with the other collective bargaining and legal obligations to pay contributions to social security institutions, employers' liability insurance associations and other institutions, oblige the subcontractors used accordingly and obtain confirmation from them that they comply with the current requirements.

- 16.2 If justified claims are asserted against HoWe due to non-compliance with the Supplier's obligations, the Supplier shall indemnify HoWe against these claims or compensate HoWe for the resulting damage.



16.3 Illegal employment or the commissioning of illegal employment of any kind by the Supplier is to be refrained from.

**17. Code of Conduct for Suppliers and Service Providers**

HoWe observes internationally recognized environmental, labor and social standards and is particularly committed to upholding human rights and environmental rights as well as other sustainability issues. This is described and regulated in the Code of Conduct, download at: <https://www.howe-nuernberg.de/unternehmen/verhaltenscodex/>. Suppliers and service providers alike must acknowledge this Code of Conduct, take into account the principles and requirements set out in it, and inform their Suppliers accordingly.

**18. Place of Performance, Applicable Law**

18.1 The place of performance for all obligations of the Supplier shall be the place of destination or the place of acceptance, if such has been agreed or provided for by law.

18.2 German law applies. The application of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (UN Convention on Contracts for the International Sale of Goods; CISG) is excluded.

18.3 The place of jurisdiction is the court having jurisdiction at HoWe's registered office in Nuremberg. HoWe may, at its own discretion, alternatively seek legal action against the Supplier at its general place of jurisdiction.

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