

Terms and Conditions of Purchase of Schnetz Holding KG

As of: February 2026

§ 1 General Scope of Application

1. Our terms and conditions of purchase apply exclusively; We do not recognise any terms and conditions of the supplier that are contrary to or deviate from our terms and conditions of purchase, unless we have expressly agreed to their validity in writing. Our terms and conditions of purchase shall also apply if we accept the supplier's delivery without reservation in knowledge of the supplier's terms and conditions that conflict with or deviate from our terms and conditions of purchase.
2. All agreements made between us and the supplier for the purpose of executing this contract are to be set out in this contract in text form (§ 126b BGB).
3. Our terms and conditions of purchase only apply to entrepreneurs in accordance with § 14 BGB.
4. Our terms and conditions of purchase also apply to all future transactions with the supplier.

§ 2 Order / Order Documents

1. The supplier is obliged to accept our order within a period of five calendar days at the latest, unless a shorter acceptance period results from the circumstances in individual cases.
2. We reserve the right of ownership and copyright to illustrations, drawings, tools and other documents; they may not be made available to third parties without our express written consent. They are to be used exclusively for production on the basis of our order; after the order has been processed, they must be returned to us without being asked. They are to be kept secret from third parties, in this respect the provision of § 8 (5) also applies.

§ 3 Prices / Terms of Payment

1. The price stated in the order is binding. Unless otherwise agreed in writing, the price includes delivery "free of charge", including packaging. The return of the packaging requires special agreement.
2. Invoices can only be processed if they meet the requirements specified in the order and in particular contain the order number indicated there. The Supplier shall be liable for all consequences arising from non-compliance with this obligation, unless the Supplier proves that it is not responsible for them.
3. Unless otherwise agreed in writing, payment shall be made within 14 days of delivery and receipt of invoice, with a deduction of 3% discount, or within 30 days of receipt of invoice net.
4. We are entitled to rights of set-off and retention to the extent permitted by law.

§ 4 Delivery time

1. The delivery time specified in the order is binding.
2. The supplier is obliged to inform us immediately in writing if circumstances arise or become apparent to him from which it follows that the stipulated delivery time cannot be met.
3. In the event of a delay in delivery, we are entitled to the statutory claims. In addition, we are entitled to demand liquidated damages in the amount of 1% of the delivery value per completed week, but not more than 10%; further statutory claims are reserved. The supplier has the right to prove to us that no damage at all or significantly less damage has occurred as a result of the delay.

§ 5 Delivery Obligation / Transfer of Risk / Documents

1. Unless otherwise agreed in writing, delivery must be free of charge.
2. The supplier is obliged to indicate exactly our order number on all shipping documents and delivery notes; if he fails to do so, we are not responsible for delays in processing.
3. The Supplier shall carry out the goods and the packaging in accordance with the statutory provisions (e.g. Example REACH Regulation (EC) No. 1907/2006 on the Registration, Evaluation, Authorisation and Restriction of Chemicals) in the country of origin, at our place of business and at the place of delivery and to provide all necessary information (e.g. safety data sheet) with the goods. If the supplier needs information from us for this purpose, he is obliged to obtain this from us in good time.
4. The risk of accidental loss and accidental deterioration of the goods only passes to us when the goods are handed over at the agreed place of delivery.

§ 6 Defect Investigation / Liability for Defects

1. We are obliged to inspect the goods within a reasonable period of time for any deviations in quality and quantity. In any case, a notice of defects is deemed to be timely if it is received by the supplier within seven working days of receipt of the goods or – in the case of hidden defects – of their discovery.
2. We are entitled to the statutory claims for defects in full; in any case, we shall be entitled to demand that the supplier remedy the defect or deliver a new item at our discretion. The right to damages, in particular to compensation in lieu of performance, is expressly reserved.
3. In urgent cases, in particular in the event of imminent danger or to avert disproportionately large damages, we are entitled to remedy the defects ourselves or by third parties at the supplier's expense, without prejudice to our other statutory rights.
4. The limitation period for material defects is 36 months from the transfer of risk. If the delivery is recognisably intended for the supplier to be processed by us for a customer from the automotive or automotive supplier industry, the limitation period is 48 months from the transfer of risk. Mandatory statutory limitation periods, in particular in the case of fraudulent concealment of a defect, remain unaffected.

§ 7 Product Liability / Indemnification / Liability Insurance Cover

1. Insofar as the supplier is responsible for product damage, he is obliged to indemnify us against claims for damages by third parties on first request to the extent that the cause is within his sphere of control and organisation and he himself is liable in the external relationship.
2. As part of its liability for damages within the meaning of paragraph (1), the supplier is also obliged to reimburse any expenses pursuant to §§ 683, 670 of the German Civil Code (BGB) and §§ 830, 840, 426 of the German Civil Code (BGB) arising from or in connection with a recall carried out by us. We will inform the supplier about the content and scope of the recall measures to be carried out as far as possible and reasonable and give him the opportunity to comment. Other statutory claims remain unaffected.
3. The supplier undertakes to maintain a product liability insurance policy with a lump sum insured of 2 million per personal injury/property damage; if we are entitled to further claims for damages, these remain unaffected.

§ 8 Retention of Title / Provision / Tools / Confidentiality

1. Ownership of the delivery items shall be transferred to us upon delivery; conflicting retention of title of the supplier shall not apply.
2. However, a simple retention of title in the supplier's terms and conditions is accepted.
3. If we provide parts to the supplier, we reserve ownership of them. Processing or transformation by the supplier is carried out for us. If our goods subject to retention of title are processed with other items that do not belong to us, we acquire co-ownership of the new item in the ratio of the value of our item (purchase price plus VAT) to the other processed items at the time of processing.
4. If the item provided by us is inseparably mixed with other objects that do not belong to us, we acquire co-ownership of the new item in the ratio of the value of the reserved item (purchase price plus VAT) to the other mixed items at the time of the mixing. If the mixing takes place in such a way that the Supplier's property is to be regarded as the main thing, it shall be deemed to have been agreed that the Supplier shall transfer proportionate co-ownership to us; the supplier shall hold the sole ownership or co-ownership for us.
5. We reserve ownership of tools; the supplier is obliged to use the tools exclusively for the production of the goods ordered by us. The supplier is obliged to exchange the tools belonging to us at replacement value at its own expense against fire, water and water and theft damage. At the same time, the supplier assigns us all claims for compensation under this insurance; we hereby accept the assignment. The supplier is obliged to carry out any necessary maintenance and inspection work on our tools as well as all maintenance and repair work at its own expense in good time. He must report any incidents to us immediately; if he culpably fails to do so, claims for damages remain unaffected.
6. The supplier is obliged to keep all images, drawings, calculations and other documents and information received strictly confidential. They may only be disclosed to third parties with our express consent. The obligation of confidentiality shall also apply after the execution of this contract; it shall expire if and to the extent that the manufacturing knowledge contained in the illustrations, drawings, calculations and other documents provided has become generally known.
7. To the extent that the security interests to which we are entitled pursuant to paragraphs (2) and/or (3) above exceed the purchase price of all our goods subject to retention of title that have not yet been paid for by more than 10%, we shall be obligated to release the security interests at our discretion at the request of the suppliers.

§ 9 Place of Jurisdiction / Place of Performance

1. If the supplier is a merchant, our place of business in Munich shall be the place of jurisdiction; however, we are entitled to sue the supplier at its registered office as well.
2. The law of the Federal Republic of Germany applies; the application of the UN Convention on Contracts for the International Sale of Goods is excluded.
3. Unless otherwise stated in the order, the place of performance shall be our registered office in Munich.

§ 10 Final Provisions

1. Should any of the above conditions be or become invalid, this shall not affect the validity of the remaining provisions. The invalid provisions are to be replaced by provisions that come as close as possible to the economic purpose of the contract while safeguarding the interests of both parties.
2. All of our previous terms and conditions of purchase are hereby suspended.

Data protection

We process the customer's personal data exclusively in accordance with the General Data Protection Regulation (GDPR) and the German Federal Data Protection Act (BDSG).

The processing is carried out for the establishment, implementation and processing of the contractual relationship as well as for the fulfilment of legal obligations.

Further information on data processing and the rights of data subjects can be found in our Privacy Policy, which is available on our website or on request.

Company details

Commercial Register: Amtsgericht München, HRA 121291

VAT ID No.: DE 458257869 VAT No.: 143/209/69116

Management: Mrs. MSc. Eng. Marie-Louise Schnetz
Mr. Dipl.-Ing. Theo Guignard
Mrs. Birgitta Schnetz