HEDRICH Purchase Terms
As of: 01.07.2026 (UR-EK-002-02)

§ 1 Validity of Terms

1.1 For all orders of products as well as the procurement of services of whatever kind by Hedrich GmbH, with its registered office in 35630 Ehringshausen, Greifenthaler Str. 28 (hereinafter referred to as „Purchaser “) and the Supplier, the following purchase terms shall apply exclusively.
1.2 The Supplier shall also include contractors, service providers and other contractual parties. Terms of the Supplier, which conflict with or deviate from these purchase terms, shall not be recognized unless the Purchaser expressly agrees to their validity in writing.
1.3 The Purchaser’s purchase terms shall also apply to all future business transactions with the Supplier, even if not expressly agreed again. The execution of the order shall be deemed acceptance of these terms. All agreements concluded between the Purchaser and the Supplier for the execution of the contract are to be set out in writing.

§ 2 Order and Order Confirmation

2.1 Technical documents, drawings, item descriptions, factory specifications and other information provided by the Purchaser shall form an integral part of the order.
2.2 The Purchaser may revoke the order if the Supplier does not accept it in writing (order confirmation) within a period of 5 working days after receipt. In the event that the order confirmation deviates from the order, the Purchaser shall only be bound if he has agreed to such deviations in writing. The written form shall also include e-mails.
2.3 Acceptance of deliveries or services as well as payments shall not constitute approval.
2.4 Transfer of orders to third parties is not permitted without the Purchaser’s written consent and entitles the Purchaser to withdraw from the contract in whole or in part and to claim damages. If consent is given, the third party shall be deemed an auxiliary person of the Supplier.
2.5 Changes or supplements to the order shall only be effective if confirmed in writing by the Purchaser.

§ 3 Prices

3.1 The price stated in the order shall be binding.
The agreed prices plus the applicable statutory value added tax shall apply.
In the absence of any written agreement to the contrary, the price shall include delivery „free domicile “. Transport, freight and packaging costs shall be borne by the Supplier. The return of packaging shall be subject to a special agreement.
If pricing is ex works or ex warehouse of the Supplier, the dispatch shall be made at the lowest possible cost unless the Purchaser specifies a particular mode of transport.
Additional costs resulting from the failure to comply with shipping instructions shall be borne by the Supplier.

§ 4 Delivery Period and Force Majeure

4.1 The delivery period stated in the order shall be binding and, unless a fixed date has been agreed, shall run from the date of the order.
The Supplier shall be obliged to inform the Purchaser immediately in writing, stating the reasons and the expected duration of the delay, if circumstances occur or become apparent, from which it can be seen that the Supplier will not be able to fulfil its contractual obligations in whole or in part or not in due time.
If the Supplier fails to provide such information, it shall not be entitled to invoke the impediment against the Purchaser.
4.2 If the Supplier fails to perform within the agreed delivery period, it shall be liable in accordance with statutory provisions. In particular, the Purchaser shall be entitled to claim damages for non-performance after expiry of a reasonable grace period without result.
4.3 Any agreed contractual penalty for delayed delivery shall remain unaffected.
4.4 If the Supplier is unable to meet a bindingly agreed delivery date due to force majeure, it shall notify the Purchaser immediately upon becoming aware of the impediment.
In such case, the Purchaser shall be entitled either to postpone acceptance or, after a reasonable period, if its interest in the delivery has significantly diminished, to withdraw from the contract, either in whole or in part.
The Supplier shall not be entitled, in the event of Force Majeure, to unilaterally increase prices or withdraw from the contract.
4.5 Force Majeure shall include, in particular: strikes, lockouts, war and war-like conditions, fires, flooding, typhoons (tsunamis), earthquakes, pandemics, epidemics, governmental measures, shortages of energy or raw materials, transport bottlenecks or impediments not attributable to the Supplier, operational disruptions not attributable to the Supplier, such as fire, water damage or machinery breakdowns, and any other impediments, which, from an objective point of view, were not culpably caused by the Supplier.
4.6 Title to the ordered goods shall pass to the Purchaser upon payment. The Supplier warrants that the delivered goods are free from third-party rights. The Purchaser shall not recognize any extended or prolonged retention of title on the part of the Supplier.

§ 5 Transfer of Risk

5.1 Risk shall pass on delivery „free domicile "(DDP according to INCOTERMS 2020) unless otherwise agreed in writing.
5.2 In case of deliveries including assembly or installation and in case of services, risk shall pass upon acceptance; in case of deliveries without assembly or installation, risk shall pass upon arrival at the receiving point specified by the Purchaser. The supplier shall ensure compliance with all applicable statutory, customs, and technical regulations.

§ 6 Investigation of Defects and Warranty

6.1 The Supplier shall ensure that its deliveries and services comply with the agreed quantity and quality, the assumed warranty and the recognized rules of technology.
6.2 The Purchaser shall be obliged to examine the goods for any deviations in quality and quantity within a reasonable period and to notify the Supplier of any defects detected.
The notification shall be deemed timely, if received by the Supplier within 14 days.
6.3 Statutory warranty claim shall accrue to the Purchaser without restriction; irrespective thereof, the Purchaser shall be entitled, at its discretion, to demand rectification of defects or delivery of replacement goods.
In this case, the Supplier shall bear all costs necessary for the rectification of defects or replacement delivery.
The right to withdraw from the contract or reduce the purchase price, as well as to claim damages or reimbursement of futile expenses, in particular damages for non-performance, shall remain expressly reserved.
The warranty period shall be governed by statutory provisions; for new goods it shall be at least 24 months, commencing upon transfer of risk.
If a defect occurs within the first 6 months after delivery, it shall be presumed, subject to proof to the contrary, that the defect already existed at the time of transfer of risk.
6.4 The Supplier shall be obliged to assert recourse claims against its own suppliers immediately after they have been asserted by the Purchaser and to assign such recourse rights to the Purchaser for satisfaction. The Supplier shall also notify its upstream supplier of such assignment without delay. The Supplier's own obligations towards the Purchaser shall remain unaffected.

§ 7 Product Liability - Indemnification

7.1 The supplier shall be responsible for the fault of its own suppliers and subcontractors as for its own fault.
To the extent that the Supplier is responsible for product damage suffered by the Purchaser or a third party, it shall be obliged to compensate the Purchaser for such damage as well as any resulting costs and expenses and to indemnify the Purchaser against third party claims upon first request, to the extent that the cause lies within its sphere of control and organization.
7.2 The Supplier shall provide proof of adequate product liability insurance by submitting a valid insurance certificate.
The Purchaser reserves ownership and copyright to calculations, tools, and similar items. These items and any objects manufactured using them shall not be copied, reproduced, or made available to third parties without the Purchaser's express written consent. They shall be used exclusively for manufacturing purposes, safeguarded against unauthorized access and use and kept confidential vis-à-vis third parties. Upon completion of the order, they shall be returned unsolicited and free of charge. Without prejudice to further rights, the Purchaser may demand their return in the event of breach of these obligations.

§ 8 Intellectual Property Rights and Quality Assurance

8.1 The Supplier shall ensure that no third-party rights are infringed in connection with its delivery.
If a third-party assert claims against the Purchaser for this reason, the Supplier shall indemnify the Purchaser against such claims upon first written request; the Purchaser shall not be entitled to enter into agreements, in particular settlements, with the third party without the Supplier's consent.
The Purchaser shall also be entitled to obtain, at the Supplier's expense, the necessary permissions from the holder of such rights.
8.2 The Supplier confirms that it has read and accepted the current version of the "Code of Conduct for Suppliers of Hedrich GmbH", which is available for download at www.hedrich.com.
8.3 The Supplier undertakes to comply with all applicable laws, in particular anti-corruption, antitrust and labor laws.
It shall maintain a quality management system in accordance with DIN ISO 9001 or comparable standards and shall continuously maintain and further develop such system for the duration of the business relationship. Upon request, the Supplier shall provide appropriate evidence (e.g. certificate, audit reports) free of charge at any time.

§ 9 Software

9.1 Unless otherwise specified, the Supplier grants the Purchaser a non-exclusive, non-transferable and unlimited right of use to software and hardware products and related documentation. The Purchaser shall be entitled to make copies for backup purposes.
9.2 Subject to any copyright notices of the author, the Purchaser shall be entitled to provide the software to its end customers in connection with the fulfillment of contractual obligations.
9.3 The Supplier warrants that the software and its data structure are free of defects and that proper duplicates have been created.
9.4 The Purchaser shall be entitled to make modifications or further developments to the delivered software and hardware as needed, provided that the agreed functionality is not impaired.

§ 10 Retention of Title, Tools, Moulds, Samples and Secrecy

10.1 Materials provided by the Purchaser shall remain its property and shall be stored separately, marked and managed free of charge. Their use shall only be permitted for the Purchaser's orders. In the event of depreciation or loss, the Supplier shall pay compensation. Upon request, a list of materials shall be provided.
Processing or transformation by the Supplier shall be carried out for the Purchaser. If the goods are processed with other items not belonging to the Purchaser, the Purchaser shall acquire joint ownership of the new product in proportion to the value of its materials.
10.2 The Purchaser reserves the ownership and copyright to all pictures, cost estimates, drawings, samples, models, moulds, profiles, standard sheets, calculations, tools etc. provided for or to the Supplier, and shall not be copied, reproduced or made available to third parties without the Purchaser's express written approval, just like any items manufactured according to them. They shall be used exclusively for manufacture and shall be secured against unauthorized access and use and kept secret from third parties. Upon completion of the order, they shall be returned to the Purchaser free of charge without requesting. Subject to other rights, the Purchaser can request their return, if the Supplier infringes these obligations.

§ 11 Invoicing

11.1 The invoice must be submitted separately immediately after delivery, stating the order number.
11.2 If the invoice is received later than the goods, the date of receipt of the invoice shall be decisive for the calculation of discount periods instead of the date of receiving the goods. Unless partial deliveries have been expressly agreed, a total invoice shall be issued for each order after complete delivery.
Claims against the Purchaser may only be assigned with its written approval.

§ 12 Payments

12.1 Payments shall be made in accordance with the written agreement.
12.2 To secure the down payments of EUR 25,000.00 or more (net), the Supplier shall provide a time-limited, unconditional advance payment guarantee. This guarantee shall be governed by German law and issued by a bank or insurance company authorized to operate in Germany.
The Guarantor waives the defences of contestability, set-off and prior action pursuant to §§ 770, 771 of the German Civil Code (BGB).
The guarantee shall be payable upon first written demand and shall secure repayment of the advance payment if the Supplier fails to properly fulfill its contractual obligations.

§ 13 Export Control

13.1 The Contract Products must fulfill the origin requirements as follows: a) For goods of preferential EU origin that meet the preferential criteria set forth in the EU's origin protocols with partner countries, the Supplier shall - upon request - issue long-term supplier declarations specifying the country of origin for each material number. Such long-term supplier declarations must be submitted to the Purchaser via email to hedrich@hedrich.com.
Insofar as individual supplier declarations have been agreed, the Supplier shall provide these with each delivery, specifying the country of origin for each material number directly on the commercial invoices. b) For goods of non-preferential EU origin, the Supplier shall - upon request - prepare so-called IHK long-term declarations or, alternatively, order- or delivery-specific IHK individual declarations regarding non-preferential origin; such declarations shall be provided without IHK certification. c) For goods of third-country origin (non-EU goods), the Supplier shall - upon request and free of charge - prepare IHK long-term declarations or, alternatively, order- or delivery-specific IHK individual declarations regarding non-preferential origin (including IHK certification) or provide a Certificate of Origin.
The indication of origin "Made in …" must be affixed to the product packaging. Should any change occur regarding the place of origin of a respective product (e.g., due to a relocation of production), the Supplier undertakes to immediately notify hedrich@hedrich.com of such change - including the new country of origin - citing the relevant order number and, in cases where the products bear a country-of-origin marking, specifying the date of the first delivery of products bearing the revised country-of-origin marking.
13.2 The Supplier shall comply with all applicable export control laws and regulations, in particular those of the Federal Republic of Germany, the EU, and the United States of America. It is prohibited, at the time of entry into the customs territory of the European Union, to import, purchase, or transport iron and steel products listed in Annex XVII to Regulation (EU) No 833/2014 (Art. 3g Para. 1 letters a) – c) of Regulation (EU) No 833/2014).
Furthermore, pursuant to Art. 3g Para. 1 letter d) of Regulation (EU) No 833/2014, it is prohibited, at the time of entry into the customs territory of the European Union, to directly or indirectly import into or purchase within the Union the iron and steel products listed in Annex XVII to Regulation (EU) No 833/2014 if they have been processed in a third country using iron and steel products originating in Russia, as listed in Annex XVII to Regulation (EU) No 833/2014.
13.3 Furthermore, it is prohibited to import, purchase or supply products - as defined in Article 3i of Regulation (EU) 833/2014 and the associated Annex XXI - of Russian origin or those that are exported from Russia.
The Supplier undertakes not to use or supply such goods and shall provide appropriate evidence - such as certificates of origin, manufacturer's declarations, MTC certificates, etc. - within 30 days upon request by the Purchaser, insofar as such documentation is requested from the Purchaser by competent authorities. Should the Supplier fail to comply with this obligation within 30 days, the Purchaser shall be entitled to return the goods at the Supplier's expense. Any violation of this paragraph by the Supplier shall constitute a material breach of contract.

§ 14 Place of Performance, Applicable Law, Jurisdiction, Severability Clause

14.1 Place of performance for deliveries and services shall be the receiving point specified by the Purchaser. Unless otherwise specified in the order confirmation, the place of performance for payment is the Purchaser’s place of business.
14.2 The law of the Federal Republic of Germany shall apply to these purchase terms and all legal relations between the Purchaser and Supplier, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).
14.3 As far as the Supplier is a businessman in terms of the Commercial Code, a legal entity of the public law or a special asset under public law, the Purchaser’s place of business shall be the exclusive place of jurisdiction for all direct or indirect disputes arising from the contractual relationship.
14.4. If any provision of these purchase terms or any clause contained in other agreements is or becomes invalid, the validity of the remaining provisions shall not be affected.