

Purchase related general terms and conditions yuki GmbH
- GTC, Version January 2021 -

§ 1 General regulations

§1.1 For all orders from yuki GmbH, only the present conditions apply, unless otherwise expressly agreed.

Conditions of the contractor in its terms and conditions or order confirmation are hereby expressly rejected.

Unreserved acceptance of order confirmations or deliveries does not mean recognition of such conditions.

§1.2 With the first delivery according to the present purchasing conditions, the supplier recognizes their exclusive validity for all further orders.

§1.3 Only orders made in writing are legally binding. Follow-up orders, delivery schedules and corresponding changes and corrections can also be sent legally by fax, email or Electronic Data Interchange (EDI). Orders placed by telephone or verbally are only valid with a subsequent written confirmation from yuki GmbH.

§1.4 These terms and conditions may be adjusted by yuki GmbH at any time. If possible, the supplier will be informed separately in a suitable manner about important adjustments. The current version of the terms and conditions can be viewed on the following website: [AGB's | yuki \(yuki-gmbh.com\)](https://www.yuki-gmbh.com)

§2 Acceptance of the order, right of withdrawal

The supplier is obliged to confirm the order from yuki GmbH in writing, stating the complete order data, within 10 days of receipt of the order. If he does not comply with this obligation in good time, yuki GmbH is entitled to revoke the order without giving reasons and without any consequences for damages.

§ 3 Delivery and dispatch

§3.1 Delivery takes place in accordance with the order or the following instructions from yuki GmbH on the agreed dates. The contractor will notify changes to the dates immediately.

§3.2 The contractor must comply with the shipping instructions of yuki GmbH of the forwarding agent or carrier. The order numbers of yuki GmbH are given in all shipping documents, letters and invoices.

§3.3 The packaging and shipping costs to the delivery location as well as any customs fees are included in the prices and may not be offset by the supplier.

§3.4 The goods are to be packed in such a way as to avoid transport damage as much as possible. If possible, environmentally friendly packaging materials are to be used.

§3.5 Otherwise, the Incoterms valid at the time of dispatch apply.

§ 4 Delivery periods, delivery dates

§4.1 The delivery periods or dates stated in orders are binding and apply to the place of performance.

§4.2 Yuki GmbH is entitled to refuse to accept goods that are not delivered on the delivery date specified in the order and to return them or to store them with third parties at the expense and risk of the contractor.

§ 5 Quality and acceptance

§5.1 The supplier undertakes to make deliveries both inside and outside the EU area in accordance with the relevant legal provisions and regulations of authorities and associations.

§5.2 yuki GmbH reserves the right to check the goods for obvious and visible defects immediately after receipt and only then to accept them. In the event of a complaint, the contractor can be charged with the costs of the test and the replacement delivery. In the case of any type of defect, the notice period is 14 days from their detection. Hidden defects must be reported within 10 days of their discovery.

§ 6 Prices and terms of payment

§6.1 Agreed upon prices are final prices; Yuki GmbH benefits from price reductions in the period between the order and payment of the invoice.

§6.2 Invoices are to be issued immediately after the goods have been dispatched, stating the order number. The sales tax is to be shown separately.

§6.3 Payment is made subject to proper delivery and correctness in terms of price and correct calculation. If a defect that is subject to warranty is discovered, yuki GmbH is entitled to withhold payment until the warranty obligation has been fulfilled.

§6.4 Invoices are payable within 14 days less a 3% discount, within 30 days net cash from the date of invoice.

§6.5 The prices include packaging and freight costs as well as any customs costs, but plus VAT and other statutory charges.

§ 7 Offsetting and assignment

§7.1 The supplier is only entitled to offset against undisputed or legally established claims.

§7.2 The assignment of claims against yuki GmbH is only effective with its written consent.

§ 8 Warranty

§8.1 The supplier's warranty obligation is based on the statutory provisions, unless otherwise stated below. Upon first request, the supplier shall indemnify yuki GmbH from all third-party claims arising from defects, infringement of third-party property rights or product damage of its delivery due to its causal component. The supplier guarantees the existence of an appropriate product liability insurance.

§8.2 The warranty period is at least 12 months from delivery to the place of performance. If the statutory warranty period is longer, this applies.

§8.3 In the event of a defective delivery, yuki GmbH has the option of providing a free replacement, granting a price reduction in accordance with the statutory provisions on the reduction or removing the defect free of charge. In urgent cases, yuki GmbH is entitled - after consultation with the supplier - to remedy the defect itself at the supplier's expense or to have it done by a third party or to procure a replacement in some other way. The same applies if the supplier is in default of fulfilling his warranty obligation. If, in accordance with the statistical test procedure specified in the order, the exceedance of the maximum permissible error percentage is determined, yuki GmbH is entitled to make claims for defects with regard to the entire delivery or to check the entire delivery at the supplier's expense after prior consultation with the supplier.

§8.4 The supplier is liable for replacement deliveries and repair work to the same extent as for the original delivery item, i.e. also for transport, travel and labor costs, without limitation. The warranty period for replacement deliveries begins at the earliest on the day the replacement delivery is received.

§8.5 The supplier is obliged to reimburse reasonable costs for a recall campaign based on product liability law. Yuki GmbH will send the supplier as soon as possible a notice regarding the problem to comment.

§ 9 Confidentiality Clause

§9.1 Drawings, drafts, samples, manufacturing instructions, internal company data, tools, facilities, etc., which we have left to the contractor for submitting an offer or for carrying out an order, remain our property. They may not be used, copied or made available to third parties for other purposes and must be stored with the care of a prudent businessman.

§9.2 All non-public facts that the parties learn from each other in the course of their business relationships are to be kept secret and may only be made accessible to third parties with the written consent of the respective counterparty. Reference information on the part of the supplier towards third parties or the public may only be given after the corresponding written consent of yuki GmbH.

§ 10 Third party property rights

The supplier assures that the rights of third parties do not conflict with the intended use of the purchased goods, in particular that third party property rights are not violated. If yuki GmbH nevertheless due to a possible violation of third party rights, such as If, for example, claims are made against copyrights, patents and other property rights, the supplier shall indemnify him against this and from any related performance.

§ 11 Data protection

The supplier declares his revocable consent that communicated personal data will be processed or processed in accordance with the statutory provisions.

§ 12 Severability Clause

Should individual provisions of these terms and conditions be or become void, the remaining conditions shall remain in effect.

§ 13 Place of performance / place of jurisdiction / legal status

§13.1 Place of fulfillment for the delivery is the respective shipping point of yuki GmbH.

§13.2 German law applies exclusively.

§13.3 The place of jurisdiction is the head office of yuki GmbH.

§ 14 Deviating agreements

Agreements that deviate from the content of these general terms and conditions of purchase are only valid if they are confirmed in writing by yuki GmbH.