Purchasing Specifications and Forwarding Instruction
Jos. Schneider Optische Werke GmbH

1. Purchase orders
1.1 The order is only effective if made in writing. Oral agreements that are deviating from the contents of the order are only valid if confirmed by us in writing. We are not bound by deliveries having been executed without written purchase order, nor can such deliveries create any claim against us. Our purchase order is may only be used for purpose of advertising with our written consent.

2. Conditions
2.1 Our purchase order must be signed and sent back within four days. By this Order-Confirmation, our purchasing specifications are approved by the seller, in the following referred to as “supplier”, even if different specifications are mentioned in his Order-Confirmation. Differing agreements are valid only if they are in writing.
2.2 We are entitled to cancel our order free of charge if you do not confirm our order without modifications and within two weeks after receipt.

3. Delivery
3.1 After payment, the goods ordered by us become our unreserved property, if they temporarily remain in the supplier’s possession, this shall constitute an administrative and keeping relationship free of charge between the supplier and us.
3.2 Any agreed dates of delivery are fixed and must be kept under all circumstances; otherwise we have the right to demand, following our choice and without setting a deadline, either re-delivery and damages for delayed performance, or damages for non-performance, or to terminate the contract.
3.3 When the supplier is delivering goods or providing services on our premises the suppliers shall obey the directions for non-employees concerning security, environmental and fire protection currently in force.
3.4 Any shipments must include a detailed packaging list or delivery note (twofold) with exact indication of content and purchase order number. This purchase order number must be included on all freight documents, delivery notes etc. Adequate packaging is mandatory. Any losses or damages of the deliveries due to violations of this policy will be the supplier’s risk.

4. Passing of risks
4.1 Unless otherwise agreed in the purchase order, the risks for the goods passes over to us once the goods are delivered or collected by our authorized representative by the supplier or the forwarding agency. If, on our request, the goods are shipped by the supplier to place other than the agreed place of performance, the statutory law applies.
4.2 Upon payment any delivered goods shall become our property. Any retention of title of any kind shall be excluded.
4.3 Deliveries will be inspected only with regards to obvious defects. Hidden defects will be reported once they are detected in our orderly course of business. Supplier shall not invoke objections of delayed notification as long as defects are reported within 14 days after detection.
4.4 Incoming goods will be inspected on a random sampling basis. In the event the quality standard thresholds set by us are not met, we have the right to reject all the delivered goods or to inspect them completely at the supplier’s expenses.
4.5 If we return defective goods we shall be entitled to debit back to supplier the invoice amount plus a lump sum of 5% of the price of the defective goods for administrative expenses. We reserve the right to proof higher expenses. Supplier shall be entitled to be proof lower or no expense.
4.6 The supplier grants us or third parties authorized by us the right to conduct an audit in order to determine whether our requirements have been met.
12.3 The supplier shall be obliged to inform us in writing and detail about any (re-)export license obligation pursuant to German, EU and US export and customs regulations as well as export and customs regulations of the country of origin of the goods and services.

12.4 The supplier shall guarantee that no unauthorized person has access to the goods and services during the process of delivery, performance, production, storage, handling and processing, loading and transporting by instructing reliable employees with this work. In addition, the supplier shall be obliged together with his sub-suppliers to take adequate measures to secure a safe supply chain.

13. Disclosure and Use of Conflict Minerals

The supplier shall be obliged to disclose in writing whether his deliveries contain conflict minerals as defined under the US Dodd-Frank Act, irrespective of the quantities used. In case such conflict minerals are used, the supplier shall be obliged to perform at his cost any and all inspections necessary under the Dodd-Frank Act, the export provisions of the US SEC and to make any necessary declarations.

14. Provision of Material and Equipment

14.1 Material and equipment that we provide shall remain our property. The supplier shall store such material and equipment free of charge with due care and diligence. The supplier shall keep them separate from his property and mark them as our property. They may only be used to implement our order. Supplier shall compensate us if our equipment and material gets damaged.

14.2 If the material provided will be processed or transformed, this shall be done for us. We shall become the direct proponent of the resulting new objects. If the material provided only constitutes a part of the new objects we shall be entitled to ownership of the new objects on an pro rata basis according to the value of the material provided and contained therein.

15. Technical documentation, tools, means of production

15.1 Any technical documents, tools, in-house standard sheets, means of production, etc., that we provide shall remain our property; any trademark, copyright or other property rights shall remain with us. They, together with all duplicates that the supplier may have made, must be returned to us as soon as the order has been executed without further request. The supplier shall not be entitled to assert a right of retention in this respect. The said objects may only be used to execute the order. Supplier must not pass on or make them otherwise accessible to unauthorized third parties. The said objects may only be duplicated in so far as it is necessary for the execution of the order.

15.2 The supplier is obliged to service and maintain the aforementioned objects under No. 14.1, sentence 1 as well as to mend defects caused by normal wear and tear at his expense. If, in order to execute an order, supplier subcontracts the production of samples and tools to a third party, supplier shall cede to us his titles and claims in those tools and samples against the subcontractor.

16. Confidentiality

16.1 The supplier shall be obliged to handle confidential and not pass on to third parties any commercial and technical data that becomes known to him through our business relationship unless such data is public domain.

16.2 Our prior written consent shall be required if products manufactured specifically for us, especially those made according to our drawings and manufacturing specifications, are manufactured for or exhibited to third parties and for publications relating to orders for such products and services and for references to such orders vis-à-vis third parties.

17. Miscellaneous

17.1 The place of performance shall be the given delivery address.

17.2 The place of jurisdiction for both parties is Bad Kreuznach.


17.4 The supplier guarantees the safety of the supply chain according to the standards of the world custom organisation WCO (Framework of standard to secure and facilitate global trade (SAFE)).

17.5 Should any of these clauses of the general Terms and Conditions be wholly or partially invalid, the validity of the remaining clauses or parts thereof shall not be affected.

17.6 The parties shall be obliged, to replace invalid clauses by clauses which will be as close as possible to the commercial goal of the invalid clauses.

18. Opening Hours

Monday until Thursday 07.30 a.m. – 3.00 p.m.
07.30 a.m. – 12.00 p.m.

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