



speira

Speira GmbH
General Terms and Conditions of Purchase
Update: March 2023

1. Conclusion of Contract

Only written orders are legally binding for us. Verbal agreements must be confirmed in writing. Electronically generated orders that contain an appropriate note are also valid without signature. These Terms and Conditions of Purchase apply for all our orders to the exclusion of the General Terms and Conditions of the supplier.

2. Shipping / Receipt of Goods

Delivery shall be free of charge to our reception factory at the supplier's risk. The shipping address, order number and department specified by us are to be stated in all correspondence, delivery slips, consignment notes, shipping receipts, package addresses, invoices, etc. When supplying chemicals or hazardous substances, the pertinent DIN safety data sheets are to be enclosed with the order confirmation or, at the latest, with the delivery. The dispatch note is to be sent to us in duplicate, stipulating the order number, the supplier's batch or production number, the exact content of the shipment by unit, its measurement and weight and this is to reach us before we receive the delivery. When the goods are delivered to our goods receipt department, the shipment must be accompanied by a delivery note. The supplier undertakes to take back the packaging free of charge at our request.

3. Supplier Code of Conduct

3.1 Supplier shall, throughout the term of the contract, ensure that it complies with the principles set out in Speira's Supplier Code of Conduct. This codex can be found on our internet page under [supplier-code-of-conduct-speira-en-march-2023.pdf](#). Furthermore, supplier shall actively promote the principles set out in Speira's Supplier Code of Conduct with its own suppliers/contractors and sub-suppliers/subcontractors of any tier that have a material contribution to the supply of goods and services to Speira under the contract (supplier and such suppliers/contractors/sub-suppliers/subcontractors being together, the "Supply Chain").

3.2 Speira may, at any time during the term of the contract, take any reasonable actions to monitor and audit supplier's compliance with its obligations under article [3.1], including, without limitation, (i) by requiring supplier to provide details of the Supply Chain's compliance systems; and (ii) by carrying out, with reasonable prior notice, inspections of the Supply Chain's sites. Supplier shall provide all reasonable assistance to Speira.

3.3 If at any time, Speira identifies, or reasonably suspects, non-compliance with or breach of the principles of Speira's Supplier Code of Conduct ("non-compliance") by any member of the Supply Chain, Speira shall notify supplier of such non-compliance. Supplier shall provide all reasonable assistance to enable Speira to investigate the non-compliance.

3.4 If a non-compliance in the Supply Chain is material (with regard to (i) the nature of the principle concerned, (ii) any potential effect on Speira and its affiliates' reputations, or (iii) the performance of the contract) and/or is not able to be corrected, Speira may terminate the contract by written notice.

3.5 If a non-compliance in the Supply Chain is immaterial and is able to be corrected, supplier shall be given a reasonable period within which the non-compliance shall be corrected. Supplier shall, without undue delay, submit a correction plan to Speira. If upon the expiry of the correction period, the non-compliance has not been corrected, Speira may terminate the contract by written notice.

3.6 The rights and remedies in this article [3] are not exclusive of and are without prejudice to any rights and remedies provided elsewhere in the contract and by general law.

3.7 We practice an energy management according to EN ISO 50001. The economical use of natural resources as well as the use of energy-efficient processes are binding for us and our suppliers including their sub-contractors. The energy efficiency of the offered products and services is one decision factor for procurement.

4. Delay in Delivery

The supplier shall be liable for any delay in delivery in accordance with statutory provisions. It undertakes to inform us immediately in writing if circumstances arise that will result in the supplier being unable to adhere to the agreed delivery time. This notification does not, however, release the supplier from its liability for delay in delivery.

5. Liability for Defects

The supplier's liability for damages to the goods supplied is compliant with statutory provisions.

6. Invoices / Payment

The quantities, weights and number of units calculated by us are authoritative for the payment of invoices. Unless agreed otherwise, the invoices will be payable within 14 days of delivery and receipt of the invoice with a 2% discount or after 30 days with no discount, at our discretion, insofar as we have been able to be satisfied that the quality of the delivery meets the required conditions by this point. The due date of the invoice shall be calculated from the date of receipt of the invoice and goods.

7. Patents

The supplier shall guarantee that no patents or intellectual property rights are infringed when executing the order. The supplier must compensate for all shortcomings and release us from any third party claims that could arise or that could be made against us with regard to the deliveries and services to be performed by it resulting from an infringement of commercial intellectual property rights. Any patent or licence fees are included in the price.

8. Drawings / Tools / Models

The required number of drawings, tools and statistical calculations are to be submitted to us free of charge on request. The drawings and tools provided by us shall remain our property and the supplier may not use or copy these either in whole or in part or make them accessible to third parties without our express, written permission. The supplier shall insure the tools and models belonging to us against fire, water damage and theft at its own cost.



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9. Force Majeure

In the event of force majeure and all other incidents that are outside of our range of influence and that lead to a limitation or adjustment of our named reception factory, such as war, mutiny, embargoes or other official measures, strikes, lock-outs, fire, natural phenomena etc., we are entitled to postpone our contractual obligations by an appropriate amount of time or to rescind from the contract. Claims for damages cannot be derived from this.

10. Assignment / Transfer

An assignment of any claims arising against us as a result of the order and the whole or partial fulfilment of the order by a subcontractor is only permissible with our written permission.

The use of orders for advertising purposes or use to represent the supplier's business practice in reports and publications is only permissible with our prior written permission.

11. Severability Clause

Should one of the provisions in the contract be or become ineffective or impracticable, the validity of the rest of the contract shall not be affected hereby. The contractual parties instead undertake to replace the ineffective or impracticable provision with an effective and practical provision of which the economic purpose comes as close as possible to that intended by the provision to be replaced.

12. Data Protection

Personal data which the supplier obtains from us may only be used by the supplier to fulfill his contractual obligations. The supplier shall ensure that the personal data is not used for any other purposes. For information related to Speira's handling of personal data, please see <https://www.speira.com/data-privacy-statement/>. The link leads to Speira's Binding Corporate Rules, which are established to comply with applicable data protection legislation, including the EU General Data Protection Regulation.

13. Place of Performance / Place of Jurisdiction / Applicable

Law Place of performance is our reception factory named overleaf.

Place of jurisdiction is Grevenbroich.

German law is applicable under exclusion of the UN Convention on the International Sale of Goods (CISG).