1. Terms of delivery
1.1 All HELLA orders shall be processed exclusively according to these terms of purchase, unless explicit written agreement to particular terms is entered into in specific cases. Sales orders or requests for this purpose issued by the customer with deviating contents shall not become the basis of the contract, even if HELLA does not explicitly reject them in individual cases. Any amendments and/or supplements as well as any supplementary agreements must be made in writing.
1.2 The details of the goods or services are subject to the specifications, drawings, descriptions and other contents of contracts or other agreements between HELLA and the supplier. HELLA shall provide proper service subject to application of a quality management system which meets the requirements of EN ISO 9001 and to maintain this system. The effects of the state of the art, market developments and "HELLA quality assurance guidelines for suppliers" in their current version, of which the supplier has been informed.
2. Order
2.1 Deliveries shall be made based on written individual orders or ongoing delivery schedules submitted by HELLA. The details of the process of delivery scheduling are defined in the "HELLA delivery specification for order processing", which is part of the agreement with the supplier.
2.2 Individual orders shall be confirmed by the supplier immediately on receipt. Delivery schedules require no confirmation by the supplier. Individual deliveries within the binding acceptance period of HELLA bears the transport costs, the HELLA shipping guidelines must be observed.
3. Payment, transport, packaging
3.1 Materials and devices provided by HELLA for the supplier's products and services shall remain the property of HELLA. The supplier is obligated to treat these materials and equipment with due care and attention and to store them properly and to insure them against fire, water and storm loss at the expense of HELLA.
3.2 Prior to the start of production, the supplier must inspect the provided material for visible defects and notify HELLA of any defects discovered. Shortly before production, the supplier shall perform additional inspections, if agreed upon separately with HELLA or required by the supplier's quality management system. If the supplier detects quality defects on the material or equipment provided by HELLA, the supplier shall inform HELLA immediately to coordinate subsequent measures. The materials provided by HELLA must be processed for HELLA without exception. If the value of the materials or components provided by HELLA exceeds the value of the property of the remaining components of the newly created articles, the newly created articles shall be the property of HELLA, otherwise, the supplier shall be a co-owner with the supplier in the ratio of the value of the provided material to the value of the processing and remaining components.
3.3 The supplier shall notify HELLA by the supplier according to § 647 BGB. Details of delivery, default in delivery
4.1 HELLA shall specify the address and refer to the goods at the drop-off location named in the order, unless otherwise agreed.
4.2 The supplier shall immediately notify HELLA of delays in delivery as soon as these are foreseeable.
4.3 Non-adherence to agreed delivery dates makes the supplier liable to compensate HELLA for the damage caused. The supplier shall be immediately notified. The supplier is also obliged to state the expected delivery date. Should the delivery date be repeatedly in default, HELLA shall be entitled, after serving the supplier a written warning to terminate the contract. However, for short-term delays not of their own fault, the supplier is not liable for any damage. The statutory rights of HELLA shall remain unaffected.
5. Transport, packaging, transfer of risk
5.1 Delivery dates are binding. In all cases, transfer of risk shall take place after delivery of the goods at the agreed drop-off location. This also applies if HELLA bears the freight costs due to special agreements. Provided that HELLA bears the transport costs, the HELLA shipping guidelines must be observed.
5.2 Every delivery is to be accompanied by a delivery note in duplicate at the indicated location.
6. Payment and settlement terms
6.1 The individually agreed payment terms apply.
6.2 The weights and quantities recorded on unloading are decisive for the evaluation of and payment for deliveries. If a delivery is faulty, HELLA is entitled to retain the payment pro rata until the order has been fulfilled correctly. Payment for designs, drawings and samples shall only be made if, a written agreement to that effect was entered into beforehand.
6.3 Without advance written agreement by HELLA, which must not be refused without good cause, the supplier is committed to assign the delivery to HELLA with a third party to any allowed to be collected by a third party. If extended reservation of title applies, this agreement shall be regarded as granted. If the supplier assigns its debts with HELLA to a third party in contravention of clause 1, without HELLA's agreement, the supplier shall effect nonetheless. HELLA can however change to discharge the obligation to the supplier or the third party.
7. Packaging
7.1 The supplier shall take care of the packaging of the goods transported by road, unless otherwise agreed.
7.2 The goods shall be delivered to the agreed drop-off location in good order and accordance with the agreed conditions.
7.3 The goods shall be loaded, handled and transported with due care and caution.
7.4 The supplier shall have the goods delivered and transported to the agreed drop-off location free of any costs. Any costs for loading, unloading, handling and transportation shall be borne by the supplier.
7.5 The goods are to be delivered in accordance with current customer demand projections with sufficient time to spare. However, without HELLA's written agreement, the supplier is not entitled to make deliveries before the agreed delivery dates, require a reasonable mutual agreement.
8. Liability for defects
8.1 The supplier shall immediately notify HELLA of defects in delivery as soon as these are recognizable. The notice of defects is required to be submitted in writing by HELLA. The details of the process of delivery scheduling are defined in the "HELLA delivery specification for order processing", which is part of the agreement with the supplier.
8.2 The supplier shall inform HELLA as early as possible, if possible at least 1 year prior to the change, of any technical changes of goods approved for delivery. The delivery of contract objects subject to change always requires the prior explicit written authorization of HELLA, for instance of the contents of technical specifications or settlement proceedings. If the contract objects are already subject to the technical specifications or settlement proceedings, the supplier undertakes to inform HELLA at least 1 year prior to the change. If the contract objects are subject to technical specifications or settlement proceedings, the supplier undertakes to inform HELLA according to HELLA specifications, this also applies to the change itself.
9.1 The supplier shall inform HELLA as early as possible, if possible at least 1 year prior to the change, of any technical changes of goods approved for delivery. The delivery of contract objects subject to change always requires the prior explicit written authorization of HELLA, for instance of the contents of technical specifications or settlement proceedings. If the contract objects are already subject to the technical specifications or settlement proceedings, the supplier undertakes to inform HELLA at least 1 year prior to the change. If the contract objects are subject to technical specifications or settlement proceedings, the supplier undertakes to inform HELLA according to HELLA specifications, this also applies to the change itself.
9.1.1 The supplier shall inform HELLA of the expected delivery dates for all contract objects and any resultant customer demand projections with sufficient time to spare. However, without HELLA's written agreement, the supplier is not entitled to make deliveries before the agreed delivery dates, require a reasonable mutual agreement.