GENERAL TERMS AND CONDITIONS OF PURCHASE – Version 1/2025
RAMPA GmbH & Co. KG

I. Applicability of the Terms and Conditions of Purchase

These Terms and Conditions of Purchase apply exclusively to all current and future orders. We do not accept any conflicting, differing or supplementary terms and conditions of the supplier unless we have explicitly agreed to their validity in writing.
These Terms and Conditions of Purchase automatically and exclusively apply to all current and future offers, agreements, deliveries and services provided by a supplier ("Supplier").
Our Terms and Conditions of Purchase remain binding even if we accept the delivery without reservation despite being aware of conflicting or deviating terms of the Supplier.

II. Order Confirmation and Offer Documents

Orders generated by our systems are valid even without a signature.
Our orders must be confirmed by the Supplier in writing, stating the order number, within 7 (seven) days; otherwise, we are released from any obligations arising from the order.
We retain ownership and copyright to illustrations, drawings, calculations, other documents and models. These must not be used, reproduced or made accessible to third parties without our written consent, even if the Supplier has created them based on our information. They are to be used exclusively for fulfilling our order and must be returned upon request after completion of the order.
Any reference to our business relationship in the Supplier's advertising material requires our prior written consent.
We may withdraw from the contract in whole or in part at any time by written declaration stating the reason if:
(a) the ordered products can no longer be used in our operations due to circumstances attributable to the Supplier (e.g., failure to meet legal requirements), or
(b) the financial situation of the Supplier deteriorates after conclusion of the contract such that proper delivery cannot be expected.

III. Prices and Payment Terms

The agreed prices are fixed prices. Unless VAT is separately shown in the confirmation or invoice, it is included in the price.
Unless otherwise agreed in writing, the price includes delivery "free domicile" including packaging.
Invoices are to be submitted digitally and separately immediately after dispatch of the goods, not enclosed with the shipment. Packing lists and agreed documentation (e.g., first article inspection reports, factory certificates, surface test records) must be attached. VAT must be shown separately. All invoices must include our order number.
Payments are made according to the agreed terms.

We are entitled to statutory rights of set-off, retention, and the defense of non-performance. In particular, we may withhold payments as long as claims arising from incomplete or defective performance remain.

IV. Deliveries, SLVS Prohibition and Supplier Declaration (EC Regulation 1207/01)

Packaging units and labeling must comply with our specifications. Our packaging and delivery instructions must be requested and followed.

If delivery “ex works” is agreed, the Supplier must note that we are an SLVS opt-out customer. The Supplier must ensure that no SLVS insurance is taken out.

For ex-works deliveries, we may specify the freight forwarder.

For goods originating in the EU and meeting EC Regulation 1207/01, appropriate Supplier Declarations must be provided. Goods not originating in the EU must indicate the country of origin.

The Supplier must ensure continuous, sufficient and timely supply to itself and to us through appropriate measures (e.g., contingency plans, alternative production/procurement).

V. Delivery Time

The delivery time stated in the order is binding.

The Supplier must inform us immediately in writing if agreed delivery dates cannot be met. The delivery date always indicates the dispatch date from the Supplier. Partial or early deliveries require our explicit approval.

Under- or over-deliveries of up to 10% are acceptable.

We may claim damages arising from delayed delivery.

Beyond this, all statutory claims apply, including the right to withdraw from the contract and claim damages after setting a grace period.

If the delivery date is specified as a calendar week, delivery must occur by Friday of that week before close of business.

Delivery time is met only when the goods are unloaded at the designated location.

VI. Packaging and Delivery

Packaging and delivery instructions are to be agreed per product.

VII. Transfer of Risk

Risk transfers to us only upon delivery and unloading at our premises in Büchen or the agreed location unless otherwise agreed.

VIII. Quality Assurance, Inspection and Warranty

The Supplier must maintain a quality management system and perform quality assurance to achieve zero-defect quality and continuous improvement. Deviations must be reported in writing.

The Supplier guarantees that goods comply with applicable DIN standards, the latest state of science and technology, and agreed specifications.

For surface-treated high-strength parts, the Supplier must ensure compliance with ISO4042, ISO15330, DIN EN ISO 19598, DIN 50969-1 and DIN 50969-2 and must document all measures for

10 years and provide documentation upon request. If third-party claims arise due to hydrogen-induced brittleness caused by failure to follow required standards, the Supplier must indemnify us fully upon first written request. The Supplier guarantees:
- compliance with all applicable laws in all relevant countries,
- high-quality manufacturing according to industry standards,
- safety, marketability and suitability for intended use,
- correct labeling including origin and destination countries.

Our inspection obligation is limited to visible defects during incoming inspection.
A notification of defects within 10 working days of discovery (or delivery for obvious defects) is considered timely.
Warranty for defects is 12 months from receipt of goods.
We may demand repair or replacement. If not fulfilled within a grace period, we may remedy defects ourselves at the Supplier's expense.
The Supplier indemnifies us from customer claims arising from defective goods, including transport, labor, installation/removal and testing costs.
Legal rights including price reduction, withdrawal and damages remain unaffected. Limitation for legal defects is 10 years.
Online quality checks by RAMPA do not release the Supplier from warranty obligations.

IX. Chemical Restrictions, Hazardous Substances and Environmental Protection

The Supplier guarantees that goods are free from prohibited substances per German Chemical Prohibition Ordinance.
The Supplier guarantees compliance with REACH Regulation (EC) No. 1907/2006. Safety data sheets must be provided and updated every 3 years for hazardous substances.
Changes affecting product usability must be reported immediately.
Acceptance of the order confirms compliance with RoHS Directive 2011/65/EU.
The Supplier indemnifies us from all third-party claims arising from environmental or chemical regulation violations.

X. Product Liability and Recall

The Supplier is responsible for all third-party claims relating to defective products and must indemnify us. If a recall is required, the Supplier bears all associated costs.

XI. Customs and Trade Requirements

Where applicable, the Supplier must provide long-term Supplier Declarations (EU Regulation 2015/2447) and notify changes in origin immediately.

XII. Ownership Retention

We retain ownership or copyright of all documents. They must be returned upon request. Copies must be destroyed except where legally required or retained for data backups.
Supplier ownership retention applies only to the specific goods concerned.

XIII. Intellectual Property Rights

The Supplier guarantees that its goods do not infringe third-party IP rights in the EU or manufacturing countries and must indemnify us unless it proves lack of fault.

XIV. Assignment

Assignments require our written approval.

XV. Confidentiality

The Supplier must treat all non-public commercial or operational information as confidential and use it only for contractual purposes.

XVI. Place of Performance

Place of performance is our headquarters in 21514 Büchen.

XVII. Processing of Personal Data

We process personal data for contract performance according to GDPR. For credit risk assessment, we may transmit data to Creditsafe Deutschland GmbH and others under Art. 6(1)(b,f) GDPR.

Right to Object:

If processing is based on legitimate interests, data subjects may object per Art. 21(1) GDPR.

XVIII. Force Majeure

Force majeure includes natural disasters, fire, storms, wild strikes, war, unrest, terrorism, governmental interventions beyond control. It does NOT include production issues, supplier failures, material shortages or predictable blockages.

Supplier must notify us immediately and resume performance as soon as possible. Procurement from competitors may be required.

If force majeure lasts longer than 4 months, we may terminate the contract.

XIX. Final Provisions

1. German law applies; UN Sales Law is excluded.
2. Exclusive jurisdiction is our company seat; we may also sue the Supplier at its seat.
3. Contract language is German. The German version prevails.