

General Purchasing Terms

General Purchasing Terms of SmartDec GmbH, Dingolfing

As of: September 2026 · Version 1.2 · Applicable to contracts with entrepreneurs (B2B)

I. Scope of application, conclusion of contract

1. These General Purchasing Terms (hereinafter the “GPT”) apply to all purchase orders, commissions and contracts of SmartDec GmbH (hereinafter “we” or “SmartDec”) for deliveries and services from entrepreneurs within the meaning of Section 14 BGB, legal entities under public law and special funds under public law (hereinafter the “Supplier”). They apply irrespective of the legal nature of the respective contract (sale, contract for work, services, contract for work and materials, or mixed contracts).
2. Our GPT apply exclusively. Deviating, conflicting or supplementary terms of the Supplier shall not become part of the contract even if we do not separately object to them, take delivery or performance or make payment. Silence in response to order confirmations referring to deviant terms does not constitute consent. Performance of the delivery or service is deemed acknowledgement of these GPT.
3. These GPT also apply to all future transactions with the Supplier without any further reference being required.
4. Only purchase orders issued in text form are binding upon us. Oral or telephone orders and side agreements become effective only upon our confirmation in text form. Transmission by e-mail is sufficient.
5. The Supplier shall confirm our purchase order in text form without delay, at the latest within eight days of receipt. Deviations from the purchase order require our prior consent in text form. If confirmation is not received in due time, we reserve the right to revoke the purchase order at no cost.
6. Individual agreements, in particular framework agreements and our purchase order, take precedence over these GPT.
7. If, after conclusion of the contract, it becomes apparent that the Supplier’s ability to perform is endangered – in particular in the event of cessation of payments, an application to open insolvency proceedings or comparable circumstances – we are entitled to withdraw from the contract insofar as performance has not yet been rendered, and to claim damages insofar as the Supplier is responsible for the circumstances.

II. Prices, scope of supply

1. The agreed prices are fixed prices in euro plus the statutory value added tax applicable from time to time. Price increases during the delivery or performance period will not be recognised.
2. Unless expressly otherwise agreed, prices are free delivered to our registered office in Dingolfing or to the receiving point stated in the purchase order, including packing, transport, insurance, customs duties and all incidental costs (DDP place of destination according to Incoterms 2020, where applicable).
3. The scope of supply comprises the deliveries and services described in the purchase order as well as customary ancillary services, in particular documentation, marking, test records and, where relevant, declarations of conformity. For switchgear and control cabinets this includes, unless otherwise agreed, circuit diagrams in editable form (preferably EPLAN), bills of materials, terminal diagrams, a factory test or FAT, conformity documents under DIN EN 61439 where applicable, and packing suitable for transport and installation. Additional services are owed by the Supplier only if expressly agreed or indispensable for contractual use.
4. If, in the case of installation and assembly, we supply material, the Supplier’s performance includes unloading, internal transport to the place of installation and customary documentation according to our specifications or the end-customer standard notified to us.
5. If design, hardware engineering, control-cabinet manufacture, programming, simulation, development or comparable services form part of the order, the Supplier shall hand over the related documents insofar as they are required for use, maintenance and documentation of the performance, in particular plans, circuit diagrams, bills of materials, test and acceptance records and user documentation. For software, the scope is governed by Clause X.
6. We have rights of set-off and retention to the statutory extent.
7. Before dispatch the Supplier shall inspect the goods in an outgoing-goods inspection for quality, quantity and conformity with the purchase order and, upon request, submit the inspection reports to us.

III. Changes to the scope of supply

1. Changes and additions to the agreed scope of supply that result in additional services or additional costs shall be notified and substantiated by the Supplier to our project management without delay, at the latest within ten working days of becoming aware. If notification is omitted, extras cannot subsequently be claimed.
2. Additional services and additional costs are recognised only if we have commissioned them by a supplementary purchase order in text form. Until then the Supplier shall continue the original performance unchanged.
3. Within the bounds of reasonableness we may propose changes to design, execution, quantity or dates. The effects on remuneration and dates shall be adjusted by mutual agreement. If no agreement is reached, the original scope of supply remains in force.

IV. Dates, default

1. The dates stated in the purchase order are binding dates of receipt or completion at the place of destination, not dates of dispatch. If a calendar week is agreed, the last working day of that week is the date of receipt. Partial deliveries and services as well as early deliveries are permitted only with our consent.
2. If the Supplier recognises that a date cannot be met, it shall notify us without delay, stating reasons, duration and countermeasures. Notification does not release the Supplier from compliance with the agreed dates.
3. If the Supplier is in default of a bindingly agreed period, we may demand a contractual penalty of 0.3% of the net value of the delayed performance for each completed calendar week, in total not more than 5% of that value. The contractual penalty shall be credited against proven delay damage. We may declare the reservation until final payment.
4. After fruitless expiry of a reasonable additional period we are entitled, in accordance with statutory provisions, to withdraw from the contract and/or to claim damages in lieu of performance.
5. Events of force majeure and other circumstances for which the Supplier is not responsible, and which it notifies to us without delay, postpone the dates by the duration of the impediment plus a reasonable restart period. If the impediment lasts longer than three months, either party may withdraw from the contract in respect of the affected part of the performance. Defect-free performance already rendered shall be remunerated.

V. Delivery, dispatch, passing of risk

1. Each consignment shall be accompanied by a delivery note containing all order data, in particular order number, item, quantity and our article or project number. In the case of direct shipment to our customer, a neutral delivery note shall be used; a shipping advice signed by the carrier shall be sent to us for invoice verification.
2. The goods shall be packed properly and in an environmentally sound manner. Transport and packing damage shall be borne by the Supplier. The Supplier shall take back packing material at our request.
3. In contracts of sale, risk passes to us upon handover of the goods at the place of destination. In contracts for work, contracts for work and materials, and in the case of installation and commissioning services, risk passes upon our acceptance. Acceptance by our end customer is not a prerequisite for the passing of risk unless expressly agreed.
4. Taking delivery is subject to inspection for defects, quantity and quality.
5. Over-deliveries, short deliveries and incorrect deliveries are at the Supplier's cost and risk. We are entitled to return them or to store them at the Supplier's expense.

VI. Installation, safety, deployment of personnel

1. When working on our premises, at the end customer's site or on other construction sites, the Supplier shall comply with all accident-prevention rules, occupational-safety regulations and the plant, safety and hygiene rules notified to it. The Supplier shall inform itself of the content of notified rules.
2. The Supplier is the sole employer of its personnel. There is no integration into our organisation or that of the end customer. If the Supplier breaches the German Temporary Agency Work Act (AÜG) or other employment-law provisions, it shall indemnify us against resulting third-party claims insofar as it is responsible for the breach.
3. The Supplier warrants compliance with the German Minimum Wage Act, the Posted Workers Act and applicable social-security rules. Upon request it shall evidence compliance. Breaches entitle us to withdraw and to claim damages.
4. Engagement of subcontractors is permitted only with our prior consent in text form. The Supplier remains responsible for its subcontractor's performance as if it had rendered it itself.

VII. Invoice, payment

1. Invoices shall be sent to us after dispatch or performance in a single copy by e-mail to info@smartdec.de. They must not be enclosed with the consignment. All order data, our VAT identification number and the Supplier's tax number shall be stated. Partial invoices are permitted only if partial deliveries were ordered or agreed.
2. Unless otherwise agreed, payment is made within 14 days with a 3% cash discount or within 30 days net. The payment period begins upon complete receipt of the invoice, but not before taking delivery or acceptance of the performance.
3. In the event of justified notices of defect we may withhold an appropriate part of the payment commensurate with the defect until subsequent performance. Cash discount may be deducted only from the amount actually paid within the discount period.
4. We make down payments only if agreed, and as a rule against a guarantee payable on first demand, waiving the defence of failure to pursue remedies (selbstschuldnerische Bürgschaft), issued by a bank or savings bank authorised in the European Union.
5. No general warranty retention is levied. Statutory rights of retention in the event of defects remain unaffected. For plant parts, assemblies or software whose function can be tested only after installation in the overall plant, the parties may agree that a reasonable residual amount, not exceeding 10% of the net order value, becomes due only after successful functional testing. Failing such agreement, the statutory rules on due date apply.
6. Claims of the Supplier against us may be assigned only with our consent; Section 354a HGB remains unaffected.

VIII. Quality, inspection, claims for defects

1. The Supplier shall comply with the recognised rules of technology, applicable safety regulations and the agreed technical data. Deliveries and services must comply with the statutory provisions applicable at the place of destination, in particular regarding product safety, EMC, low voltage, machinery, accident prevention and hazardous substances, and – where relevant – DIN, VDE, VDI and harmonised European standards. Items manufactured according to drawings, specifications or approved samples must correspond to them.
2. The Supplier shall examine our plans, circuit diagrams, specifications, components supplied by us and services of other suppliers, insofar as they concern it, for completeness, accuracy and suitability for the intended purpose. Any reservations shall be notified to us in text form without delay. If it fails to do so, it is also liable for defects in that respect.
3. Our period for inspection and notification of defects is 14 days from handover at the place of destination; for hidden defects, 14 days from discovery. If a longer period is reasonable in the individual case, that period applies. These periods also apply to over-, short and incorrect deliveries.
4. In the event of defects we may demand subsequent performance by remedy of the defect or replacement, at our option. The Supplier shall bear the necessary and reasonable expenses for subsequent performance. If subsequent performance fails, the Supplier refuses it or it is unreasonable for us, we have the statutory rights.
5. In urgent cases, in particular where operational safety is at risk or substantial damage is imminent, we may remedy defects ourselves or have them remedied at the Supplier's expense if waiting is not reasonable for us. Otherwise only after expiry of a reasonable period.
6. If individual items in a delivery of similar goods are defective, our rights are in principle limited to the defective items. We may reject the entire delivery only if the defects render the remaining part unusable or sorting is unreasonable.
7. The limitation period for claims for defects is 24 months from passing of risk or, in the case of performances subject to acceptance, from our acceptance. Statutorily longer periods remain unaffected. For repaired or replaced parts the period is extended by the duration of subsequent performance, but ends no later than 36 months after the original delivery or acceptance.
8. If a defect appears within six months of passing of risk, it is presumed to have already existed at the time of passing of risk, unless this presumption is incompatible with the nature of the item or the defect.
9. We are entitled, after reasonable prior notice, to inspect production, quality and progress at the Supplier, including in the company of our customer.
10. If, after a notice of defect, it transpires that there is no defect, we bear our own inspection costs unless the Supplier caused the unjustified claim.

IX. Product liability, insurance, recall

1. If we are claimed against by third parties under product liability or producer's liability, the Supplier shall indemnify us insofar as the cause was set in its area of responsibility and it is responsible for the defect. It shall reimburse expenses of a recall only

insofar as the recall is required by law or ordered by an authority, or the parties mutually consider it necessary. The defence of limitation remains unaffected.

2. During the term of the contract the Supplier shall maintain public-liability and product-liability insurance with cover appropriate to the order, of at least EUR 2.5 million combined for personal injury and property damage per occurrence. It shall evidence the cover to us upon request.

X. Intellectual property, rights of use, software

1. The Supplier warrants that its delivery or performance does not infringe third-party intellectual property rights in Germany. If the country of destination is known to it, this also applies to that country to the extent reasonable. It shall indemnify us against third-party claims insofar as it is responsible for the infringement, and reimburse us for the necessary costs of legal defence, provided it had an opportunity to participate.
2. In the work results created specifically for us, the Supplier, upon full payment, grants us a non-exclusive, transferable right of use, unlimited in time and territory, for the contractually intended purpose, including operation, maintenance, adaptation and transfer together with the plant. Generally reusable blocks, methods and standard works remain with the Supplier; we receive a non-exclusive right of use therein within the scope of the order.
3. In the case of third-party standard software, the Supplier shall procure for us the rights of use required for the contractual purpose. The licence terms of the respective manufacturer apply and shall be made available to us upon request.
4. In the case of software created or adapted individually for us (in particular PLC, HMI, SCADA, robot and simulation programs), project files and documentation form part of the scope of supply insofar as they are required for operation and maintenance of the specific plant. The Supplier owes disclosure of source code only if this is expressly agreed.

XI. Materials supplied, title, tools

1. Material, parts, tools, software and documents supplied by us remain our property. They shall be stored separately, marked as our property and used exclusively for our order. The Supplier is liable for damage, loss and disappearance unless it is not responsible.
2. Processing, transformation, combination and mixing by the Supplier are carried out for us. We acquire title or co-title to the new item in the proportion of the value of our supply to the value of the other items at the time of processing. The Supplier shall store the item for us free of charge.
3. Models, tools, fixtures and similar aids manufactured according to our documents or wholly or partly at our expense pass into our ownership upon completion, at the latest upon payment, and shall be stored for us free of charge and properly. Changes thereto require our prior consent in text form.
4. The Supplier shall insure items supplied by us and items owned by us against property damage and disappearance. Insurance proceeds are assigned to us in that respect.
5. Title to the ordered goods passes at the latest upon delivery and full payment. We recognise a basic retention of title by the Supplier limited to payment of the respective delivery. Any extended or prolonged retention of title (covering resale proceeds, processing or all claims from the business relationship) requires a separate agreement.

XII. Confidentiality, data protection, documents

1. All items, models, samples, drawings, plans, programs, data and other documents belonging to us or provided by us remain our property. Copyright and other intellectual property rights remain with us. The Supplier shall keep them confidential, use them only for the contractual purpose, not make them accessible to third parties and, upon request, return them to us without delay free of charge or demonstrably delete them. Copies require our consent unless required for performance of the contract.
2. Products manufactured according to our documents, confidential information or with our tools may neither be used by the Supplier itself nor offered or supplied to third parties.
3. Both parties shall treat as confidential all trade and business secrets becoming known in the course of contract negotiations and performance, as well as other information marked as confidential or recognisably confidential, take appropriate confidentiality measures within the meaning of the GeschGehG and not make them accessible to third parties. The obligation continues for five years after the end of the contract. Excepted is information that is publicly known or was already lawfully known to the recipient.
4. Personal data are processed solely within the framework of applicable data-protection law, in particular the GDPR and the BDSG. Where processing on behalf occurs, the parties shall conclude an agreement pursuant to Article 28 GDPR.

XIII. Export control, compliance

1. The Supplier shall observe all applicable foreign-trade and export-control laws as well as applicable embargo and sanctions rules. It shall inform us unsolicited whether items are subject to export authorisation and provide the required classifications (in particular dual-use, German AL number, ECCN).
2. Performance of our duties is subject to there being no obstacles arising from national or international foreign-trade law or from embargoes or other sanctions.
3. The Supplier undertakes not to offer, grant, demand or accept any improper advantages in business with us and to comply with applicable anti-corruption and anti-money-laundering rules.

XIV. Place of performance, venue, governing law, final provisions

1. The place of performance for delivery and payment is the registered office of SmartDec GmbH in Dingolfing, unless another place of destination is stated in the purchase order.
2. The exclusive place of jurisdiction for all disputes arising from and in connection with the contractual relationship is Landshut if the Supplier is a merchant, a legal entity under public law or a special fund under public law, or has no general place of jurisdiction in Germany. We are also entitled to sue at the Supplier's general place of jurisdiction.
3. The law of the Federal Republic of Germany applies exclusively, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
4. The language of the contract is German. In the event of translations of these GPT, the German version prevails in case of doubt.
5. Should any provision of these GPT be or become wholly or partly invalid or unenforceable, the validity of the remaining provisions shall not be affected. In place of the invalid provision, the statutory rule shall apply.