General Terms and Conditions of Purchase (GTCP)

Sikora GmbH
(hereinafter referred to as SIKORA)

1. Scope of Application

1.1 These General Terms and Conditions of Purchase (GTCP) apply to all orders and contracts concerning the purchase of goods, services and work by SIKORA GmbH (“SIKORA”).
1.2 Any deviating, conflicting or supplementary General Terms and Conditions of the Supplier shall not apply, even if SIKORA does not expressly object to their validity.
1.3 Individual agreements between SIKORA and the supplier shall take precedence, provided that they have been confirmed in writing.

2. Conclusion of Contract and Orders

2.1 Orders must be placed exclusively in writing or in text form.
2.2 The supplier is obligated to confirm an order in writing within 5 business days. If no confirmation is provided, SIKORA is entitled to cancel the order without incurring any costs.
2.3 Changes or additions to orders are effective only if they are confirmed in writing by SIKORA.

3. Prices and Terms of Payment

3.1 The prices specified in the order are fixed prices and are quote free on the premises, including packaging, transportation, insurance and all incidental costs, unless otherwise agreed in writing.
3.2 Invoices must be submitted, stating the order number and all required details.
3.3 Payments shall be made, at SIKORA’s discretion, within 14 days of a 2% discount or within 30 days net from the date of proper receipt of the invoice and complete delivery/performance.

4. Delivery, Delivery Deadlines and Transfer of Risk

4.1 Agreed delivery dates are binding.
4.2 The supplier is obligated to notify SIKORA immediately in writing if circumstances arise or become apparent that jeopardize timely delivery.
4.3 In the event of a delay in delivery, SIKORA is entitled to claim contractual penalties and/or damages and to withdraw from the contract.
4.4 Risk shall not pass to SIKORA until delivery is made at the agreed destination.

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sales@sikora.net | service@sikora.net | P +49 421 48900 0 | www.sikora.net
Bremen Local Court HRB 41722 | VAT No. DE 114431408 | Management: Alaaddin Aydin, Dr. Christian Frank, Holger Lieder

5. Quality and Rights in Case of Defects

5.1 The supplier warrants that the delivered goods/services comply with the agreed specifications, applicable standards, legal requirements and the state of the art.
5.2 SIKORA is obligated to inspect the delivery for obvious defects within a reasonable period of time. A notice period of 10 business days shall be deemed timely.
5.3 In the event of defects, SIKORA is entitled to the statutory rights (subsequent performance, rescission, reduction in price, damages).
5.4 A warranty period of 36 months from the transfer of risk applies to defects, unless longer periods apply by law or under the contract.

6. Retention of Title and Intellectual Property Rights

6.1 The supplier's retention of title shall apply only to the extent that it relates to the purchase price claim for the respective delivery. Any further or extended retention of title shall not be recognized.
6.2 The supplier warrants that the delivery does not infringe any third-party rights (in particular patents, trademarks and copyrights). The supplier shall indemnify SIKORA against all claims by third parties.

7. Liability and Insurance

7.1 The supplier shall be liable for damages resulting from defective delivery, breach of contractual obligations or culpable conduct, in accordance with statutory provisions.
7.2 The supplier is obligated to maintain adequate business and product liability insurance at its own expense and to provide SIKORA with proof thereof upon request.

8. Confidentiality and Data Protection

8.1 The supplier agrees to treat all information received in connection with the business relationship as strictly confidential.
8.2 The processing of personal data shall be carried out in accordance with the General Data Protection Regulation (GDPR) and applicable data protection laws.

9. Sustainability and Compliance

9.1 The supplier agrees to comply with SIKORA's Supplier Code of Conduct, particularly with regard to human rights, working conditions, environmental protection and integrity.
9.2 In the event of violations, SIKORA is entitled to terminate the contract of cause.

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10. Export Control and Customs

10.1 The supplier is obligated to comply with all applicable export control and customs regulations.
10.2 Upon request, the supplier shall provide SIKORA with the necessary proofs of origin and export documents.

11. Term of the Contract and Termination

11.1 For framework agreements, a notice period of 3 months to the end of the quarter applies, unless otherwise agreed.
11.2 The right to terminate the contract for cause remains unaffected.

12. Final Provisions

12.1 The place of performance for deliveries and services is the destination specified by SIKORA; the place of performance for payments is SIKORA's registered office.
12.2 The place of jurisdiction is Bremen, provided that the supplier is a merchant.
12.3 German law applies exclusively, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).
12.4 Should any provision of these General Terms and Conditions of Purchase be invalid, the validity of the remaining provisions shall remain unaffected.

Signature Dr. Ch. Frank

Signature H. Lieder

Signature A. Aydin

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