Individuelle Komplettlösungen für Ihre Produktion

Terms and Conditions of Purchase of SPINNER automation GmbH

(Status September 2026) Elly-Beinhorn-Str. 4, D-71706 Markgröningen:

Please note the obligation to provide Export Control and Foreign Trade Data in accordance with § 17.

General conditions of purchase

Only the conditions of purchase of the purchaser are to be applicable to contracts. The purchaser will not recognise any contradictory or divergent conditions of the supplier, unless the purchaser agrees to their application in writing. The conditions of purchase of the purchaser are also to apply when the purchaser accepts a delivery without reservation, although it already knows of the contradictory or divergent conditions of the supplier.

Art. 1 Orders and other declarations

Orders are only legally binding when these are given- or confirmed in writing by the purchaser. The same is to apply to other declarations.

Art. 2 General

The supplier is bound hereunder to undertake an expert completion of the order as well as for control and compliance with all requirements and agreements in accordance with these conditions, by a reliable and expert workforce properly trained and experienced. Should it become apparent during the execution of the order, that the supplier is unable to complete the given order, in an appropriate and expert manner, then the purchaser is to be entitled to cancel the order.

Art. 3 Norms and standards

In the completion and/or manufacture of the subject matter of the order, the supplier is to comply with all norms and standards, which are to be taken into consideration in the latest state-of-the-art of technology. In regard to products with electro components, the 'SPINNER supply requirements for the electronic design of additional aggregates and automation equipment' are to be observed in addition. These requirements can be obtained from Spinner upon request. Should any special requirements be applicable, going beyond the general standards, these will be indicated in any written order.

Art. 4 'AEO' - Authorised Economic Operator security declaration

In accepting the order, the supplier declares, that its goods are produced-, stored-, processed-, finished-,and loaded in secure working conditions and in secure transhipment locations , as well as being protected from unauthorised access during production, storage, processing, finishing, loading and transportation. In addition, the supplier declares, that the workforce employed for the production, storage, processing, finishing, loading, transportation and acceptance, is reliable, and that all business partners and subcontractors involved with the order of the purchaser, have also been instructed on the measures to be taken to secure the chain of supply.

Art. 5 Content substances

The supplier binds itself hereunder to comply with all statutory requirements concerning toxic or environmentally hazardous content substances in its products and to deliver such products free of such substances.

Art. 6 Accident prevention requirements

In accepting the order, the supplier binds itself, in the completion of the order, to observe the applicable, materially applicable accident prevention and labour protection requirements in respect of the subject matter of the order, as well as the generally recognised safety-technical and labour-medical regulations.

Art. 7 Material provisions
Parts to be provided by the purchaser will be indicated in each individual order by the purchaser and will be delivered to the supplier in accordance with the written order indicating the order number, franco domicile. Those items to be provided are in any event to be requested from the purchaser in good time, so that the delivery dates of orders can be ensured.

§ 8 Price, price construction
When not otherwise agreed in the written order, the prices are to be considered fixed prices, net and franco domicile including packing.

Art. 9 Packing and transportation
The packing and consignment requirements will be defined in the written order.
The Supplier shall comply with all applicable statutory provisions relating to packaging, in particular the Packaging Ordinance. If the Supplier requires packaging materials to be returned, this must be clearly indicated on the delivery documents. If no such indication is provided, we shall be entitled to dispose of the empty packaging at the Supplier's expense. The same shall apply to disposable packaging.

Art. 10 Settlement payment terms
Unless otherwise agreed, settlement payments will be made 14 days after delivery and receipt of invoice with a deduction of 3% discount, or alternatively 30 days net after delivery and receipt of invoice. Settlement payments will only be made after presentation of regular invoices and other payment instructional documentation, and after successful and unreserved acceptance. Down payments or advance payments will only be made by appropriate agreement, against the provision of a directly-enforceable open bank guarantee of a first class banking institution, unrestricted and undated, free of charges for the purchaser (for payment upon first demand). Bank guarantee documentation will be returned by the purchaser with immediate effect after successful and unreserved acceptance and/or expiry of the warranty time period.

Art. 11 Settlement payments under reservation
Settlement payments will only be made under the reservation of a verification of invoices on the part of the purchaser.

Art. 12 Cession of accounts receivable
Any cessions of accounts receivable of the supplier are to require our written approval.

Art. 13 Liabilities for deficiencies
Any deficiencies in the subject matter of the supply complained of by the purchaser during the warranty time period, to include any missing assured characteristics, are to be rectified by the supplier upon demand with immediate effect and free of charge, including any side charges,
e.g. freight, dismantling- and installation charges. Such rectification performance thus includes all charges for materials and personnel, with the exception of cases of servicing and maintenance where deficiencies can be rectified by the mere exchange of components. This performance thus includes all materials and also charges for personnel, except cases for service where deficiencies can be rectified by the mere exchange of components. Excluded are charges for lost production and loss of profits. In the cases of replacement supplies and rectification of deficiencies, the warranty time period

for improvements or replaced parts, is to commence anew from the date of a renewed written acceptance. Any occurring downtimes attributable to deficiencies in supply are to be added to guarantee time periods. The warranty time period is 12 months without any shift limitations, after final acceptance in our works, but with a maximum of 24 months after delivery. Statute barring occurs 6 months after the raising of complaints within the warranty time period. Any other additional claims, in particular for conversion, diminution, replacement supplies and/or indemnities for loss or damage, are to remain existent. Any product liabilities under the product liability legislation are to remain unaffected by the foregoing regulations.

Art. 14 Liability of the supplier
The supplier is liable to the purchaser for any death or injury to persons and loss or damage to property attributable to the supplier. The supplier is also liable for other sundry loss or damage, when immediately caused by the supplier or by the subject matter of the purchase, and the supplier is responsible. The amount of liability of each and every claim for death or injury to persons is EUR 1.0 million, and for other loss or damage: EUR 0.5 million. The purchaser reserves the right to demand evidence of the contracting of the relative third-party liability insurance.

Art. 15 Documentation
The supplier is to provide the purchaser with the documentation specified in the written order in the volumes and languages required, at the specified date. Such documentation is expressly part of the extent of the supply and is therefore settlement payment determinative. The documentation is to be provided in machine- readable form or in printed form. Any required data carriers are to be provided by the supplier and are to be included in the purchase price.

Art. 16 Delivery dates and delivery arrears
Delivery dates are deemed to have been complied with when the delivery dates in the written order are met. Compliance with such delivery dates is the precondition for settlement payment to be made on the part of the purchaser. Should the supplier become aware, that the agreed delivery dates cannot be met for whatsoever reason, then the supplier is inform the purchaser thereof in writing, indicating the reasons and the anticipated duration of the arrears. Should the delivery dates in any written order not be met on grounds for which the supplier is responsible, then a contractual penalty on the day of the week following the delivery week as defined in the order, will become due for payment, of 1% per week, but with a maximum however of 5% of the amount of the order. The contractual penalty can be asserted and claimed at any time up to the date of the final settlement payment, even when the purchaser fails to express its entitlement thereto when accepting the delivery of the arrears. The asserting of such a contractual penalty is not to exclude the statutory regulation of such matters. When the agreed due dates are not complied with by the supplier on grounds for which it is responsible, then Spinner is to be entitled after the expiry of an unsuccessful time period granted by it for rectification, to select to withdraw from the contract, regardless of any additional claims, and to acquire replacement from a third party and/or to assert indemnity claims for failure to fulfil the contract.

Art. 17 Export Control and Foreign Trade Data
If an ordered good (physical item, software, technology) is subject to an export license requirement because it is included in a list of goods subject to export controls, the supplier shall provide the purchaser with the relevant number from the list of goods (“Export Control Classification”) via email to the following address within two weeks of the order, but no later than upon delivery: einkauf@spinner.eu.com

In addition, for all ordered goods the supplier shall provide the purchaser with the respective statistical commodity code according to the current commodity classification for foreign trade statistics and the HS (Harmonized System) coding (“Customs Tariff Classification”) via email to the following address within two weeks of the order, but no later than upon delivery: einkauf@spinner.eu.com
The above obligations shall only be waived if the supplier has already provided the purchaser with the required information on Export Control Classification and Customs Tariff Classification in connection with a previous order and this information still complies with the current legal situation.
Should there be any changes to the Export Control Classification and/or Customs Tariff Classification of goods, that are the subject of an order or that the supplier has previously delivered to the purchaser, the supplier shall notify the purchaser immediately of the changed Export Control Classification and/or Customs Tariff Classification.

Art. 18 Acceptances
Acceptances of the delivered subject matter of orders are conducted in 2 stages.
1. Prior acceptance in the works of the supplier
The purchaser reserves the right to conduct a prior acceptance inspection in the works of the supplier for the purpose of approval for consignment. The parameters required of such prior acceptance inspection routines will be indicated by the purchaser before the prior acceptance inspection. Should the purchaser waive a prior acceptance inspection, then a similar works acceptance inspection can be carried out by the supplier and evidenced by a documented works acceptance routine backed up by verification test certificates. The purchaser is to be invited in writing to attend the prior acceptance works inspection by the supplier in good time before consignment and delivery of the subject matter of the order. A mutual protocol is to be made of such prior acceptance inspections. The purchaser also reserves the right to conduct prior acceptance inspections at the works of any subcontractors of the supplier.
2. Final acceptance in the works of the ultimate customer.
The final acceptance is to be undertaken in the works of the purchaser. Any deficiencies arising during such final acceptance routine, are to be rectified by the supplier within the scope of liability for deficiencies as per 'Art. 14 Liability of the supplier' under these present conditions of purchase. Only thereafter, is the ordered technical fulfilment of the delivery to be deemed completed.

Art. 19 Maintenance of secrecy
The supplier binds itself hereunder to treat with confidentiality all documentation made available to it as also information, know-how and data, etc., and not make such available to third parties, and to employ such only for the project or order in hand. The supplier is to obligate all its workforce members as well as third parties, who obtain knowledge of such information, documentation, etc. through the supplier, to maintain secrecy. Should the supplier infringe such contractual duties to maintain secrecy, then it is hereby declared and agreed, that indemnities for damages with all their consequences can be asserted against the supplier. Should, in connection with enquiries and/or tenders, no order result for the benefit of the provider, then the exploitation of the documentation, information and know-how, etc. made available by the enquirer, is not permitted. The contractual duty to maintain secrecy is to remain in force in such cases also, as well as the contractual duty of the consequences of an assertion of indemnities for damages. This contractual duty does however not apply to information, which is generally known in the public domain, which can be shown to have been processed independently, or obtained legally and regularly by third parties.

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Art. 20 Protection rights of third parties
The supplier is to be liable for all claims, which arise from the contractual use of the ordered subject matter and services, in possible infringement of applied for- or registered protection rights. The supplier is to keep the purchaser- and the operator of the subject matter of the order, harmless from all such claims from the exploitation of such rights.

Art. 21 Servicing- and maintenance routines and spare parts guarantees
The supplier hereby guarantees the availability of spare parts for a time period of 10 years and a consignment readiness for spare parts from its range of supplies within 24 hours, as well as a servicing- and maintenance preparedness of its erection technicians on working days within 24 hours, calculated from the time of request by the purchaser.

Art. 22 Reservation of ownership rights
Any prolonged and/or extended reservation of ownership rights is not applicable hereto.

At. 23 Partial ineffectiveness
Should any individual parts of these present conditions of purchase be- or become ineffective, then such is not to affect the effectiveness of the remaining stipulations.

Art. 24 Place of fulfilment, applicable law and place of jurisdiction
The place of fulfilment is to be defined in the written order. The laws of the Federal Republic of Germany are to be applicable. The United Nations Convention on Contracts for the International Sale of Goods has no application hereto. The place of jurisdiction is the corporate domicile (registered office) of the purchaser.