

General terms of sale of european plastics converters

Technical Parts



I. General Provisions

1. These terms of sale apply in member countries of the European Plastics Converters Association (EuPC)*.
2. Orders only become binding, in respect of the nature and scope of the supply, when the supplier confirms the order. Amendments and additions must be made in writing.
3. These terms apply to ongoing business relations even for future transactions in which no express reference is made to them, if they were agreed by the parties in a previous order. If different provisions from the orderer or the supplier take the place of these general terms of sale, they must be expressly agreed by the parties. Should individual provisions become void the other provisions shall not be affected thereby.
4. The orderer's purchasing terms are only binding upon the supplier if they are expressly acknowledged by him.

II. Prices

1. Unless otherwise agreed, prices are valid ex works exclusive of packing and plus VAT/turnover tax at the respective legal rate.
2. If it is agreed that the price should be dependent on the weight of the parts, the final price will be derived from the weight of the outturn sample released.
3. The price for the moulds also includes sampling costs but not the costs of test and processing devices nor for changes requested by the orderer.

III. Supply and Acceptance Obligations

1. The delivery term begins after receipt of all the reference material needed for the execution of the order, punctual provision of the requisite materials where applicable and agreed down payments.
2. If an agreed delivery term is not met through the supplier's fault, the orderer is entitled, to the exclusion of any further claims and after an appropriate extension, to demand appropriate compensation or withdraw from the contract if in establishing the extension he indicated that he would reject the delivery.
3. Appropriate part deliveries and deviations from the orders of up to +/-10% are admissible.
4. The supplier is obliged to accept follow-on orders with suitable delivery terms, as long as he holds the rights to the moulds, tools and equipment provided by the orderer and /or his obligation to keep his own order-related moulds, tools and equipment is still effective. This obligation entails no commitment to earlier price agreements. The same applies to running orders if cost factors (e.g. raw material prices, rates of exchange etc.) change to any considerable extent.
5. Events of force majeure at the supplier's premises or those of his sub-suppliers shall extend the delivery term accordingly. This also applies to administrative interventions, difficulties with power and raw material supplies, strikes, lock-outs and unforeseeable delivery problems insofar as they are not attributable to the supplier. The supplier is to notify the orderer thereof immediately. The supplier is to keep the inconvenience to the orderer to a minimum, where appropriate by releasing the moulds, tools and equipment for the duration of the impediment.

IV. Transfer of risk, packing and despatch

1. The risk is transferred to the orderer on leaving the works even when the delivery is freight paid.
2. Where there are delays in despatch attributable to the orderer, the risk is transferred on notification of readiness to despatch.
3. Unless otherwise agreed, the supplier is to choose the packing and the method of despatch to the best of his ability. At the written request of the orderer the goods will be insured at his expense against breakage, transport and fire damage.

V. Provision of materials

1. If materials are provided by the orderer, they are to be delivered at the latter's cost and risk plus an appropriate surcharge for quantity but at least 5%, in good time and in accordance with the agreed specification.
2. If he fails to comply with these conditions the delivery term shall be extended accordingly. Apart from cases of force majeure the orderer is to bear any additional costs arising, for the interruption in production incurred thereby.

VI. Moulds, tools and equipment

1. If the supplier is the owner of the moulds, tools and equipment, these are only to be used for the orderer's orders, provided the orderer fulfils his payment and acceptance obligations. The supplier's obligation to keep the moulds, tools and equipment expires 2 years after the last parts delivery and after prior notice has been given to the orderer.
2. If the orderer is the owner of the moulds, tools and equipment the supplier has the right to retain the moulds, tools and equipment until the orderer has fulfilled all the conditions of the agreement. The hand-over of the moulds, tools and equipment to the orderer is replaced by the supplier's obligation to store them. Regardless of the orderer's legal claim to hand-over and of the life, of the moulds, tools and equipment,

the supplier is entitled to sole possession of the moulds, tools and equipment up to acceptance of an agreed minimum quantity and /or up to the expiry of a set period. The supplier is to mark the moulds, tools and equipment as someone else's property and insure them, if the orderer so requests, at the latter's expense. In the case of hand-over of the moulds, tools and equipment and the associated transfer of know-how, the supplier has a right to appropriate compensation.

3. In the case of the orderer's own moulds, tools and equipment as per Item 2 and/or moulds, tools and equipment made available on a basis by the orderer, the supplier's liability in respect of storage and care is confined to such care as he would take of his own affairs. The supplier's obligations expire after the order has been completed, if the orderer does not collect the moulds, tools and equipment, even after being invited to do so. In this case the supplier is entitled to return the moulds, tools and equipment to the orderer at the latter's expense. As long as the orderer has not fulfilled his contractual obligations in full, the supplier has a right of retention to the moulds, tools and equipment.

VII. Reservation of title

1. Deliveries are made subject to reservation of title, inclusive of the extended reservation of title, where this right exists under the laws of the country concerned. Where appropriate, corresponding agreements must be made.
2. The same applies to deliveries outside the field of application of these terms of sale, insofar as a reservation of title and/or extended reservation of title is legally possible in the country in which the goods are located at the time the claim is made. Failing this the orderer undertakes to arrange all right for the supplier which the legislation in the supplier's country provides to safeguard his claims.

VIII. Liability for faults / Product liability

1. The orderer alone is liable for the design and operability of the parts, even if he was advised during the development - unless the supplier provides the corresponding written undertaking.
2. Claims of faults are to be lodged immediately, and not later than 2 weeks after receipt of the delivery. In the case of hidden faults this term is extended to 1 week from their detection, but in any case not more than 6 months after receipt of the goods.
3. In the case of justified complaints the supplier, at his discretion, undertakes to remedy or to provide a replacement, free of charge. If he does not meet these obligations within a reasonable term, the orderer is entitled to declare a reduction of the contract or withdrawal from it. Further claims are ruled out. Faulty parts which are replaced are to be returned at the supplier's request at his expense.
4. The liability deriving from the national product liability laws is unaffected hereby.
5. Reworking or inappropriate processing by the recipient shall result in the loss of any claims based on faults. The orderer is only entitled to remedy (the goods) in order to avoid unreasonably serious damage and to claim compensation for the appropriate costs, after first notifying the supplier.

IX. Terms of payment

1. All payment are to be made in the agreed currency exclusively to the supplier.
2. Unless otherwise agreed the purchase price is
 - a) For moulds, 50% payable on order confirmation and 50% 30 days after presentation of contractually correct outturn samples, both without any discount. In cases of amended orders from the orderer prior to production of the moulds and confirmation by the supplier all costs incurred prior to that are to be refunded.
 - b) For finished parts or other work, payment within 30 days from the invoice date. Any discount will only be granted if all earlier invoices due have been settled.
3. In the event of delayed payment, default interest is incurred without notice at the rate which the bank charges the supplier for current account credit.
4. If justified doubts arise as to the orderer's ability to pay, all the supplier's claims fall due immediately. In addition the supplier is entitled to withdraw from the contract or demand claims for non-performance after an appropriate extension.

X. Industrial property rights

1. The orderer is liable vis-a-vis the supplier for the supplies and services ordered being free from third party property rights and he is to release the supplier from any corresponding claims and will be liable himself for any damages incurred.
2. The supplier's design references, models etc. remain his property and may only be used or passed on with his consent. If delivery contract is not fulfilled owing to the orderer's fault, the supplier is entitled to appropriate compensation for the preliminary work he has done.

XI. Place of performance and jurisdiction

1. The place of performance is the location of the delivery works.
2. The place of jurisdiction is the location of the delivery works, the registered office or the headquarters of the orderer, as the supplier may choose.
3. The law of the country in which the delivery works is located shall apply.

* German, Austrian, Belgium, Denmark, Spain, Finland, French, Great-Britain, Hungary, Italy, Norway, Netherlands, Portugal, Suede, Switzerland.