MEINHARDT

Conditions of Purchase

As of January 2025. These conditions apply to all orders of MEINHARDT GmbH & Co. KG, MEINHARDT Additives GmbH, MEINHARDT Lubricants GmbH, HÜLSBERG GmbH and ZOLLINGER GmbH (each "MEINHARDT"). The German version is legally binding.

1. Scope

1.1 These conditions apply exclusively to all orders for goods and services. Conflicting terms of the supplier do not apply, even if MEINHARDT accepts deliveries without reservation.

1.2 Framework agreements, quality assurance agreements and individual agreements take precedence over these conditions.

2. Orders

2.1 Orders and changes to orders are only binding if they are placed in text form; e-mail and orders via our purchasing system are sufficient.

2.2 The supplier must confirm each order within three working days, stating the price and the binding delivery date. MEINHARDT may cancel orders that have not been confirmed within this period.

3. Prices, invoices and payment

3.1 Agreed prices are fixed prices and include packaging and delivery DAP (Incoterms® 2020) to the receiving point named in the order.

3.2 Invoices must state the order number, the material number and the delivery note number and must be sent separately from the delivery, preferably as an electronic invoice to invoices@meinhardt-group.com.

3.3 Unless otherwise agreed, MEINHARDT pays within 14 days with a 3 % discount or within 60 days net after receipt of the goods and a correct invoice.

4. Delivery dates and delay

4.1 Agreed delivery dates are binding. The supplier must inform MEINHARDT immediately of any foreseeable delay, stating the reasons and the expected duration.

4.2 In the event of delay, MEINHARDT may charge a contractual penalty of 0.5 % of the order value for each full week of delay, up to a maximum of 5 %. Further claims remain unaffected.

5. Documents, product safety and REACH

5.1 Each delivery must be accompanied by a delivery note and, for raw materials, by a certificate of analysis. Safety data sheets must be provided in German and English with the first delivery and after every change.

5.2 The supplier guarantees that the substances it delivers are registered under the REACH Regulation for the uses known to it and informs MEINHARDT without being asked about substances of very high concern (SVHC).

5.3 Changes to the composition, the manufacturing process, the place of manufacture or the sub-suppliers of raw materials require the prior written consent of MEINHARDT.

6. Quality and incoming inspection

6.1 The supplier maintains a quality management system in accordance with ISO 9001 or an equivalent standard.

6.2 MEINHARDT checks incoming goods for identity, quantity and visible transport damage. Defects are reported as soon as they are discovered in the ordinary course of business; to this extent the supplier waives the objection of late notification under Section 377 of the German Commercial Code (HGB).

7. Claims for defects and liability

7.1 Statutory claims for defects apply without limitation. The limitation period is 36 months from the passing of risk.

7.2 The supplier indemnifies MEINHARDT against claims by third parties arising from defects in its products and maintains product liability insurance with adequate cover, which it must prove on request.

8. Supplier code of conduct

8.1 The supplier respects internationally recognised human rights, in particular the prohibition of child and forced labour, freedom of association and fair pay, and ensures safe and healthy working conditions.

8.2 It complies with the applicable environmental laws, uses resources sparingly and works to reduce greenhouse gas emissions.

8.3 It refuses all forms of corruption, observes the rules of fair competition and complies with export control and sanctions regulations.

8.4 As a company covered by the German Supply Chain Due Diligence Act (LkSG), MEINHARDT carries out risk analyses of its suppliers. The supplier supports these analyses, answers questionnaires within a reasonable period and passes these principles on to its own suppliers.

8.5 Serious or repeated violations entitle MEINHARDT to terminate the business relationship. Information on our complaints procedure can be found on our whistleblowing page.

9. Confidentiality and documents

9.1 The supplier treats all information, drawings, formulations and samples it receives from MEINHARDT as confidential and uses them only to carry out the order.

9.2 References to the business relationship with MEINHARDT in advertising require our prior written consent.

10. Place of performance, jurisdiction and applicable law

10.1 The place of performance is the receiving point named in the order. The place of jurisdiction is Iserlohn.

10.2 The law of the Federal Republic of Germany applies, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).