

**Elektronik  
Bauelemente**



**Beck GmbH & Co.**  
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## **PURCHASING CONDITIONS**

### **1. Orders and Acknowledgements**

Orders are binding only if given by Beck in writing. They are based exclusively on the following terms and conditions unless otherwise specified. Alterations and amendments are only valid by written agreement.

### **2. Order Confirmation**

Confirmation and/or execution of Beck orders will imply the acceptance of Beck conditions. If supplier is not willing to accept Beck conditions, the order must be returned immediately, and will be regarded as cancelled. In case of a delay in returning the order, the supplier will be liable for all consequences arising from such a delay.

In case the supplier does not confirm in writing and without reservation the acceptance of the order (including prices and delivery dates) within 3 weeks from the order date, the order may be withdrawn by Beck.

### **3. Delivery Terms**

The samples and goods ordered must arrive at the specified places on the prescribed delivery dates. If the supplier finds, after having confirmed the order, that he is unable to meet the agreed delivery dates, he must inform Beck immediately, stating the reason for the delay and its probable duration. If samples or goods do not arrive at the stated places on the specified dates, and any period of grace granted by Beck has expired, Beck is entitled to cancel the contract wholly or partially, or, at option, to claim damages for its breach. No advance notice of the intention to cancel the contract will be necessary.

### **4. Prices**

To be understood in accordance with the Delivery Terms and currency as stated on the purchase order.

### **5. Payment**

As agreed and stated on Purchase Order.

### **6. Quality Agreement**

The supplied products must be in accordance with the agreed specifications and approved samples.

### **7. Guarantee**

In case of any defects discovered by Beck or its customers, the supplier will take immediate action to settle justified complaints to the satisfaction of Beck and its customer(s). This includes free of charge replacement shipments or any emergency measures convenient to solve the problems under the special circumstances.

### **8. Patents**

Supplier assures full responsibility for securing that the supplied goods do not infringe any patents of a third party, neither domestically nor abroad, and he will acquit Beck and/or its customer(s) of any claim raised in this regard.

### **9. Validity of partially cancelled Conditions**

If any provision of these conditions should, for any reason, be invalid, this will not effect the validity of the remaining provisions. Beck is entitled to replace any invalid conditions, as far as legally permitted, by such conditions as Beck consider most appropriate to the needs of the particular case.

### **10. Law**

The conclusion, interpretation and application of these conditions are governed by the law of the Federal Republic of Germany. Court of competence will be Nuernberg, Germany.