

in order to achieve a smooth process in the partnership, the following points must be observed when processing the order with falch gmbh (hereinafter: falch):

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## **delivery and billing address**

### **billing address**

falch gmbh - headquarter  
street of water jetting 1  
89143 blaubeuren-seissen (germany)

tel. +49 7344 9244-0  
fax +49 7344 9244-4090

### **delivery address**

falch gmbh - headquarter  
street of water jetting 1  
89143 blaubeuren-seissen (germany)

tel. +49 7337 81-0

### **goods receiving times**

mon-thurs 7:30 a.m. to 12:30 p.m. and from 1:00 p.m. to 4:30 p.m.  
friday 7:30 a.m. to 12:00 p.m.

(or to the contact persons named in the respective orders)

## **general terms and conditions of purchase**

the general terms and conditions for purchase of the falch gmbh are not affected by this guide and remain valid without restriction.

## **quality management system**

if you are certified according to DIN EN ISO 9000: 2000, falch requires a copy of the certificate. falch must also be informed immediately and without asking about the extension or revocation of the certification.

## **order confirmation**

falch orders are only binding if you confirm the following items in electronic form within 4 days (e-mail in pdf format to the address [purchasing\\_confirmation@falch.com](mailto:purchasing_confirmation@falch.com)):

- falch order number
- falch item number
- vendor item number
- binding delivery date (the precondition for compliance is receipt of the goods at falch's goods receipt in merklingen)
- ordered quantity (order quantity must be observed)

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responsible: heike kneher

updated: 10.08.2021



- specified price (for positions of an order without price details, the corresponding price minus the discount must be announced immediately or submitted for approval. for a position value <EUR 200, notification on the confirmation is sufficient; for a position value > EUR 200, approval is required on the part of falch in electronic form (e-mail) required)
- falch does not check the specified drawing number with revision status (technical details that you list in order confirmations of drawing parts are not the responsibility of falch. the responsibility for the exact execution according to the current revision status lies with you. the specified drawing number with revision status clearly describes the content of the order. therefore falch is not obliged to contradict wrong or different information. if you don't have the current revision status, please request this from our technicians).
- agreed delivery and payment terms:  
oral changes or additions require the confirmation of falch to be effective. confirmations, changes or additions must be made in electronic form (email). falch reserves the right to change the orders in terms of quantity, construction and delivery date. the effects, in particular with regard to additional or reduced costs, must be regulated by mutual agreement.

## provision

if falch provides you with raw material or parts to be machined, you must observe the following:

only the material provided by falch is to be used! if the material delivery is not sufficient or if more components can be made from the material provided than is specified in the order, then it must be clarified together how to proceed.

if delivered by a freight forwarder, the driver must acknowledge acceptance on the consignment note with reservation. if obvious damage is recognizable, it must also be acknowledged immediately on the bill of lading, countersigned by the freight forwarder and a copy made. this is to be sent to falch in electronic form (email) stating the damage pattern. defects discovered after the examination must also be recorded in writing and sent to falch electronically (e-mail), stating the freight forwarder and the damage report.

if these regulations are not observed, you will be liable for any damage, as the freight forwarder is otherwise not liable. if the goods are delivered by a falch vehicle, the driver must also acknowledge receipt of the goods with reference to any damage found.

should the case arise that a delivery date is at risk because the material has not yet been delivered to you, falch requests prompt information.

## delivery reminder

if the delivery dates you have promised are exceeded by more than 2 working days without information from you, falch will send you a reminder. in order to avoid further production costs or for falch customers, it is extremely important that you immediately respond to these delivery reminders in electronic form (e-mail).

if you are aware of an imminent delay, i.e. before being warned by falch, you are obliged to notify falch of this delay in delivery immediately. falch is, of course, happy to consider the date situation benevolently and to adjust the confirmed delivery date if this is possible due to the production planning. falch is not obliged to accept the delivery date.

## delivery

### shipping

the delivery is always at your risk and is only transferred to falch at the agreed receiving point upon delivery. the delivery must be made carriage paid, insured, including packaging.

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### packing

by selecting the appropriate packaging on your part, the goods must be optimally protected against damage. for parts with specially treated surfaces (grinding, polishing, hardening, coating, etc.) or for quality features (fitting dimensions, external and internal threads, etc.), it must be ensured that no marks, scratches etc. can occur during shipping (no bulk material!). it must also be ensured that materials are used for the packaging that do not attack the goods mechanically or chemically.

### special features of cast parts

cast parts must be packaged and protected in such a way that no corrosion can result from contact with moisture. cast parts with corrosion cannot be used at falch due to the manufacturing process. surface protection must not be provided by applying a preservation layer, but must be ensured by appropriate packaging.

### delivery quantities

the quantities ordered by falch must be observed. if there are deviations, the following points must be observed:

#### overdelivery

deliveries are permitted up to a maximum of 5% of the ordered quantity. if the maximum permissible delivery quantity is exceeded, falch reserves the right, in consultation with you, to value the associated invoice or to make the excess quantity available for collection at goods receipt.

#### underdelivery

short deliveries are only permitted after prior agreement with the responsible purchaser. if necessary, the missing quantity must be delivered as soon as possible.

#### partial delivery

partial deliveries are only permitted after prior agreement or announcement. a complete delivery should be aimed for. falch is entitled to refuse partial deliveries.

### required data on delivery papers

the falch incoming goods system requires that the following information is given on your delivery documents:

- falch order number
- falch item number
- vendor item number
- item description
- falch drawing number
- delivered quantity
- information about certificates and necessary documents
- 2d data matrix code (contains falch order number, falch item number, supplier delivery note number)

### delivery of rubber components

when delivering rubber components, the rubber hardness (in the "shore" unit) of the delivered parts must be stated on the delivery note or in a separate certificate. should this information be missing, falch cannot accept these parts and the goods will be returned at your expense.

### provided test / measuring equipment, tools, devices

test / measuring equipment, tools, devices or the like that have been / are provided by falch must be stored separately, labeled and returned to falch together with the manufactured goods immediately after an order has been completed. something else only applies if a further storage has been agreed with

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you. they may only be used for the agreed purposes and may not be passed on to third parties. the property rights remain with falch even when stored outside.

### **drawing based components**

#### **test reports and certificates**

certificates and documents that falch needs for the ordered items can be found in the current drawing. they must be delivered free of charge with the goods and must be listed as a position on the delivery documents and the invoice.

additional documents ordered by falch such as acceptance test certificates, measurement protocols, operating instructions, spare parts lists are to be sent to falch by email. the documents must contain the falch order number and the falch article number, otherwise an assignment is not possible.

the delivery is only complete when all requested documents have been received by falch.

#### **vda test report**

the spc dimensions specified on the drawing are to be checked by the manufacturer in accordance with the current drawing information during production. if deviations are found, falch must be informed immediately. any special releases are made in text form (letter, fax or e-mail).

in the case of an initial delivery or a change in the drawing, a vda sample test report must be prepared and enclosed with the delivery in text form. after consultation, the vda sample test report can also be sent as a pdf-file.

#### **labelling**

drawing-related components must be signed in accordance with the drawing information. the type and location of the signature can be found in the drawing. if the drawing does not prescribe an engraving process, the components must be signed using laser engraving. if for technical reasons it is not possible for you to affix such a label, you must inform falch immediately!

for stock and frame orders, the vendor signs the parts during production according to the current falch drawing, but without falch order no. PO-DE ... additionally with its internal production number.

he must note his internal production number on the material test certificate. this means that when a falch order is placed, the manufacturer can understand which certificate belongs to which processed material.

when called up and before delivery of the parts to falch, they must be labeled with the current falch po-de order number. the falch po-de order number must be noted on the material test certificate with the falch article number. this means that the delivery contains the falch article number, the falch PO-DE order number and the manufacturer's internal production number.

a material test certificate must always be enclosed with the respective delivery. it is also possible to send the certificate by accompanying letter or as a pdf document.

for normal orders, the falch po-de order number must be noted on the material test certificate with the falch article number. This means that on delivery the falch article number is on the certificate and the falch PO-DE order number a material test certificate must always be enclosed with the respective delivery.

it is also possible to send the certificate by accompanying letter or as a pdf document.

#### **deviations/special releases**

if you notice any deviations from the target condition at falch before delivery, you are obliged to inform falch immediately in text form (letter, fax or e-mail). if falch issues a special release in text form (letter, fax or e-mail), this must be noted on the delivery note.

the corresponding parts must also be marked separately and visibly. furthermore, falch must be informed of the cause of the error and its permanent remedy using a damage analysis (8-d report). the correction must be approved by falch. if deviations in the target / actual condition are found, you will receive a notice of defects.

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## invoice

invoices must be sent to falch separately in electronic form (e-mail in PDF format to the address [purchasinginvoice@falch.com](mailto:purchasinginvoice@falch.com)), i.e. not together with the goods.

the basis for calculating the payment deadlines is the date the goods were recorded in the goods receiving department in blaubeuren-seissen. the falch merchandise management system requires that the following data be given on your order confirmation:

- falch (frame) order number (PO-DE .... or PB-DE ...)
- falch article number

## tool and model costs

molds, models, tools, etc. that you have produced to carry out the order become the property of falch through payment, even if they remain in your possession. this also applies if falch's costs are only to be paid proportionately. Upon request, these items are to be handed over to falch at any time. use of these items is only permitted on behalf of falch. the costs for a tool or model are payable after approval of the first sample or after approval of the pilot series, provided that no initial samples have been requested by falch.

unless otherwise agreed, you must insure the items against the usual damage to the substance (in particular fire and elementary damage as well as theft). the insurance certificate must be sent to falch unsolicited at the latest with the order confirmation. you are liable for damage or loss of the items, provided there is no fault on account of falch. you may only store and use the items in the agreed production facility. any relocation of the objects and the production requires the prior approval of falch in text form (letter, fax or e-mail). the items must be identified as permanent property by falch.

## confidentiality / return of technical documents

you undertake to provide all information and documents provided by falch, e.g. to treat templates, samples, models, drawings, etc. in strict confidence and not to make them accessible to any third party without falch's written consent. they also recognize falch's patents and property rights and are liable for their infringement.

in addition, you are obliged to use the documents provided exclusively for the contractually intended purposes. after completion of the order or at falch's request, you will immediately hand over all documents in your possession to falch or irrevocably delete. this applies to originals as well as copies and electronically transmitted data (pdf-files, parts lists, CAD-data, etc.). other existing confidentiality, cooperation, exclusivity agreements or other agreements of a similar nature must be observed and followed without restriction.

## placing of manufacturing orders to subcontractors

if work is assigned to a subcontractor, falch must be informed of this work and the name of the subcontractor in electronic form (e-mail). falch reserves the right to prohibit subcontracting. the main supplier is responsible for any subcontractors who comply with the rules set out in this guide.

## repairs of falch tools, equipment and devices

repairs to tools, devices and devices owned by falch may not be carried out without a cost estimate. the cost estimate must be in electronic form (email). the binding repair costs, separated according to wages and material costs, as well as the alternative costs for a new purchase must be shown. falch cannot accept the higher costs subsequently shown in the invoice compared to the cost estimate. falch does not remunerate the preparation of a cost estimate, even if it is not repaired for economic reasons.