1. Orders
Orders placed by our company are only valid if placed with an order number or confirmed in writing by our purchasing department.

2. Authority
Only the following terms and conditions of purchase apply for orders placed by us. Any changes made by the supplier are invalid unless approved by us in writing. Counter-notification by the supplier with reference to the supplier’s terms of business and delivery is hereby rejected. The acceptance of the delivery does not correspond with an acknowledgment of the supplier’s terms of business and delivery.

3. Confirmation
Every order is to be confirmed immediately and include a notification of the delivery date. We are entitled to withdraw the order at any time should the order is not be confirmed within 5 days following the receipt of the order.

4. Property rights
The recipient of an order is responsible for ensuring that the goods delivered or services performed by him/her do not infringe upon any domestic or foreign property rights or other rights of third parties. This does not apply to goods or services produced according to our drawings.

5. Protection of intellectual property
Any technical documents and specifications passed on by us to the recipient of an order are to be treated confidentially with respect to third parties or only disclosed to such an extent as is absolutely necessary for the fulfillment of our order. Any third parties consulted are to be obligated to such a duty of confidentiality in the same manner. It is not permitted to offer or deliver samples of our goods to third parties that have been produced according to our drawings or models.

6. Operating equipment and testing devices
All tools, models, testing equipment, forms/moulds, matrices, etc. produced at the expense of our company and remaining with the supplier for the duration of the manufacturing process remain our property and are to be labeled accordingly. The costs for the care and maintenance will be borne by the recipient of an order. This operating equipment may only be used for Hexagon Metrology GmbH orders, unless made available by us otherwise.

7. Prices and changes in prices
Any alterations in agreed prices, even if increases in costs occur subsequently, are excluded, unless otherwise explicitly agreed upon. We are to be notified immediately of any price increases or reductions due to design changes. Such alterations require our written confirmation.

8. Date of delivery
The dates of delivery specified in the orders are binding. The recipient of an order is obligated to inform us in good time of any circumstances known to him/her that will probably make it impossible to observe the dates of delivery.

9. Delivery note
Every shipment is to include a detailed delivery note with our order text including Hexagon Metrology GmbH specific article numbers and the order number as well as the date. In addition, our purchasing order number should be indicated in the shipping address on the packages.

10. Transport and shipment
Unless otherwise specified, the goods are to be packed carefully according to normal commercial practice and shipped to the delivery address specified by us using the most cost-effective method of shipment.

11. Invoice
Invoices are always to be directed separately to Hexagon Metrology GmbH and may not be enclosed in the shipment. In conformity with the delivery notes, invoices must repeat word-for-word our order designations, article numbers as well as the purchase order number and date of the order.

12. Warranty
The recipient of an order guarantees that the goods delivered or the services performed by him/her correspond to the specifications on which the order was based. Unless otherwise defined in our specifications, the recipient of an order ensures that the valid legal provisions, regulations and guidelines, including accident prevention regulations as well as DIN and VDE regulations are observed. Moreover, the supplier is liable for the agreed tests being carried out properly and that the goods exhibit the warranted characteristics.

The recipient guarantees that the delivered goods are produced in accordance with statutory environmental protection regulations in accordance with the Federal Nature Conservation Act, the Federal Soil Protection Act, the Water Resources Act, the Federal Immission Control Act, the Circular Economy Act and other relevant laws.

We are entitled, at our discretion, to demand rectification, reduction of the price, compensation for damages or reimbursement for expenditures or to withdraw from the contract for goods not delivered as instructed, damaged goods or faulty.
goods. The payment of the purchase price is not a confirmation that the goods are free of faults or that they were delivered as instructed. Rejected goods shall be returned at the risk of the supplier without the shipment costs being prepaid. Goods may be reworked at our premises due to scheduling reasons provided that it has been agreed that the supplier meets the costs.

13. Guidelines
The contractor is obliged to take note of the guidelines for third-party companies of Hexagon Metrology GmbH and to follow the provisions contained therein. The guidelines can be viewed at the following link:

14. Terms of payment
Unless otherwise agreed in writing, our terms of payment apply as follows:

- Payment within 14 days with 3% discount
- Payment within 30 days with 2% discount
- Payment within 90 days net

15. Place of jurisdiction and governing law
The place of performance and place of jurisdiction for both parties is Wetzlar, Germany. The laws of the Federal Republic of Germany apply.

16. Severability clause
Should any of the above-mentioned clauses be ineffective all other terms remain effective. In case of absence of an explicit contractual or purchasing term the omission has to be replaced primarily in accordance with the applicable general customs in commerce. Subsequently, the legal terms shall be applied.