1. General

1.1. These General Terms and Conditions of Purchase apply to all affiliated companies of CEWE Stiftung & Co. KGaA in accordance with Sections 15 and 18 of the German Stock Corporation Act (AktG), unless otherwise specified.

1.2. These General Terms and Conditions of Purchase shall apply to all orders placed by us with companies within the meaning of Section 14 of the German Civil Code (BGB) (hereinafter referred to as the ‘Contractor’), unless expressly stated otherwise. With the first delivery in accordance with these General Terms and Conditions of Purchase, the Contractor accepts their exclusive validity also for all further orders.

1.3. Any deviating terms and conditions of business of the Contractor shall only apply if we have agreed to their application in writing. Conditions of the Contractor in its general terms of business or order confirmation are expressly objected to hereby. The unreserved acceptance of order confirmations or deliveries and services or their payment shall not imply acceptance of such conditions.

1.4. As a rule, the basic values and principles as well as the Code of Conduct of the CEWE Group shall become an integral part of all contracts. These can be viewed at: https://company.cewe.de/de/ueber-stiftung-unternehmensgruppe.html. The Contractor acknowledges the guideline indicated therein and ensures its compliance, in particular with regard to the combatting of corruption, agreements contrary to antitrust law, child labour and forced labour as well as compliance with ethical principles vis-à-vis suppliers, human rights and environmental and health protection.

2. Offers, orders and the written form

2.1. For the creation of offers, the preparation of cost estimates, visits, planning and other preliminary services which the Contractor provides in connection with the submission of offers, we shall not assume any costs and shall not pay any remuneration, unless this has been agreed in individual cases.

2.2. Orders are only binding if they are declared or confirmed in writing by the authorised representatives or persons authorised to act as representatives entered in the commercial register. A confirmation or declaration as previously determined may also be transmitted electronically in accordance with the applicable legal provisions. This shall also apply to amendments or additions and other agreements made in connection with the conclusion of a contract as well as oral amendments.

3. Prices and destination

All prices are fixed prices. Unless otherwise agreed, they shall include carriage paid to the destination and encompass all deliveries and services which the Contractor has to effect to fulfil its obligations up to and including the destination. The destination shall be the place designated in our order for the delivery of the goods or performance of the service, unless expressly agreed otherwise.

4. Delivery and shipping

4.1. For each delivery, we or the recipient commissioned by us must be provided with an exact delivery note/dispatch note on the day of dispatch. The Contractor shall be liable for the consequences of the incorrect issuance of the shipping documents. In all shipping documents, our order number and shipping recipient must be indicated.

4.2. The Contractor shall comply with our delivery regulations valid at the time of the order, which are hereby part of the General Terms and Conditions of Purchase. In the event of violations, we shall be entitled to refuse acceptance of the delivery. The delivery regulations for CEWE Stiftung & Co. KGaA are available from Central Purchasing and on the company website.

4.3. The costs of transport including packaging, insurance and all other ancillary costs shall be borne by the Contractor, unless expressly agreed otherwise. In case of doubt, the delivery DDP shall occur according to Incoterms 2010.

4.4. The Contractor shall take back packaging material at the destination free of charge, unless the recipient demands the handover of delivered goods in the packaging.

5. Deadlines, dates and consequences of the non-observation of deadlines/terms, and contractual penalty

5.1. The receipt of defect-free delivery and/or performance at the destination or the successful acceptance at the destination, if such is agreed or provided for by law, shall be decisive for compliance with the agreed deadlines and dates.

5.2. As soon as the Contractor realises that a deadline or date in whole or in part cannot be met, the Contractor must inform us immediately in writing, stating the reasons and the expected duration of the delay. The communications of the Contractor do not affect the statutory rights and claims to which we are entitled in the event of default.

5.3. If the Contractor does not deliver or fulfill within a grace period set by us, we shall be entitled, even without warning, to refuse acceptance, to withdraw from the contract or to demand damages for non-performance. We shall also be entitled to rescind the contract if the Contractor is not culpably responsible for the delay.

5.4. In the event of a delay in delivery, we shall also be entitled to demand a contractual penalty in the amount of 0.5% of the net remuneration of the delivery in arrears per completed week of delay, but no more than a total of 5% of the net remuneration of the delivery in arrears; we reserve the right to assert further legal claims, in particular claims for damages, but with full crediting of the contractual penalty.

5.5. We reserve the right to demand a contractual penalty agreed in accordance with the above provision or otherwise due to improper performance (Section 341 BGB) up until final payment. The right to claim damages in excess of the contractual penalty shall remain unaffected, subject to the imputation of the contractual penalty.

6. Partial, excess or short delivery

6.1. Partial deliveries or partial services require our prior written consent. The acceptance of partial deliveries or partial services shall not result in any payment obligations becoming due prematurely or in additional transport costs being incurred.

6.2. We reserve the right to accept excess or short deliveries in individual cases.

6.3. If additional deliveries occur without prior written consent, we shall be entitled to refuse acceptance of the delivery, to return it to the Contractor or to store it at the Contractor’s expense.

7. Risk assumption and acceptance

7.1. The Contractor shall bear the risk of accidental loss and deterioration until delivery arrives at the destination of the receiver. If an acceptance is agreed or required by law, the Contractor bears the risk until acceptance.

7.2. Cases of force majeure (in particular cases of labour action) as well as other external circumstances, not foreseeable and controllable by us, shall entitle us – notwithstanding our other rights – to postpone the acceptance of deliveries and/or services accordingly or to withdraw from the contract in whole or in part, insofar as such cases are not of insignificant duration.

8. Investigation and complaint obligation, and investigation effort

8.1. We shall only be obliged to accept deliveries if they exhibit the agreed characteristics.

8.2. Insofar as the commercial inspection and complaint obligation applies, our obligation shall be limited to the inspection of the goods for deviations in quantity and identity which are recognisable externally, for transport or packaging damage which is externally and for the inspection of the goods for their essential characteristics by means of a test sample. In the event of defects, we shall notify the Contractor immediately, at the latest within 14 days of delivery. Other defects will be notified immediately, at the latest however 14 days after their discovery.
8.3. In cases of doubt regarding quantities, weights and dimensions, the values measured by us during the incoming goods inspection shall be decisive.

9. Invoice and payment

9.1. Invoices shall be issued separately for each order after complete faultless delivery or completion of services or, in the case of performance-dependent services, after acceptance of the order, stating the order data. We may return any invoices without an order number to the Contractor without processing them.

9.2. If no other written agreements have been made, payment shall be made within 14 days with a 3% early payment discount or 30 days net in accordance with a valid invoice. The period shall commence with the receipt of invoice, but not before delivery of the goods at the destination and/or acceptance, if such is agreed or required by law. Payment shall be deemed to have been made in good time if we have instructed the bank to make payment on the last day of the period or, in the case of payment by cheque, if we have sent it by post.

9.3. Payments shall not constitute acceptance of the delivery or service as being in accordance with the contract. In the event of faulty, defective or incomplete delivery or service, we shall be entitled, without prejudice to our other rights, to withhold payments on claims arising from the business relationship to an appropriate amount until proper fulfilment.

10. Set-off and assignment

10.1. The Contractor shall only be entitled to offset claims which are undisputed or have been legally determined.

10.2. The assignment of claims existing against us shall only be effective with our prior written consent.

11. Rights in case of defects

11.1. The Contractor shall owe defect-free deliveries and services. These must, in particular, exhibit the agreed characteristics, correspond to the owed application, current state of technology and generally recognised technical and occupational health and safety regulations of authorities and professional associations and be in accordance with the relevant laws. As far as products are concerned, which are subject to the Foodstuffs and Commodities Act (Lebensmittel- und Bedarfsgegenständegesetz), the requirements thereof are to be fulfilled. The release of any drawings, samples and other documents (e.g. written pieces, programming, etc.) provided by us shall not affect the responsibility of the Contractor for the proper performance of the contract.

11.2. If a defect becomes apparent within the limitation period, we shall be entitled, at our discretion and without prejudice to further claims, to demand subsequent performance by repair, replacement delivery or new production within a reasonable period of time. Otherwise, we shall be entitled to the statutory claims for defects in full. A period of 36 months shall apply for the limitation of such claims, which shall commence with delivery and/or performance or acceptance, if such is agreed or required by law. Longer statutory limitation periods for the limitation of claims for defects and the duration of the statutory limitation period for guarantees remain unaffected by this provision.

12. Documents, specifications and protective rights

12.1. All technical documents, planning documents, specifications, drawings, standard sheets and the like made available by us to the Contractor in the course of the order or the provision of services shall remain our property and shall be returned to us at the latest after full completion of the order, unless otherwise agreed. This obligation to return such material shall apply mutatis mutandis if the Contractor prepares planning documents itself, but in doing so makes exclusive or at least primary use of data, values, specifications, etc. provided by us.

12.2. The Contractor gives its assurance that the rights of third parties do not contradict the contractually agreed use or sale of its deliveries and/or services, in particular that the protective rights of third parties are not infringed. If claims are asserted against us due to a possible infringement of third-party rights, such as copy rights, patent rights or other protective rights, the Contractor shall indemnify us against any and all costs arising from such claims and from any services rendered in connection therewith.

12.3. The Contractor gives the assurance that all employees receive a payment, in accordance with the Minimum Wage Act of 01.01.2018 (MiLoG), a corresponding minimum wage for the services commissioned by us. In particular, it undertakes to comply with the provisions of Sections 20 and 21 of MiLoG and to inform and instruct any subcontractors commissioned accordingly and to ensure compliance with MiLoG.

13. Product liability

Insofar as the Contractor is responsible for a product damage, possibly in addition to us, it shall be obliged – unless otherwise agreed – to indemnify us against all claims for damages and reimbursement of expenses by third parties to the extent that the cause lies within the Contractor's sphere of control and organisation. The Contractor's obligation to pay compensation shall include, in addition to compensation to third parties, the usual costs of legal defence, recall costs, testing costs, installation and removal costs as well as the administrative and other expenses incurred by us in handling the claim. Our right to claim our own damages against the Contractor remains unaffected by this.

14. Data protection

We are entitled to store and process all data required by within the scope of the performance of the contractual relationship with the Contractor in accordance with the statutory provisions, including in the event this data concerns personal data. The processing and forwarding of the data are carried out on the basis of Article 6(1)(e) of the EU General Data Protection Regulation for the contract and on the basis of Article 6(1)(f) of the EU General Data Protection Regulation for further processing.

15. Confidentiality / References

15.1. The Contractor shall be obliged to treat our orders and all non-public commercial and technical details in this connection as confidential business secrets and not to pass this information on to third parties.

15.2. The Contractor is not entitled without our written consent to use information about an existing contractual cooperation for reference or marketing purposes.

16. Place of performance, applicable law and jurisdiction

16.1. The place of performance for all obligations of the Contractor shall be the destination. For payments, the place of fulfilment is always Oldenburg (Olb).


16.3. The exclusive place of jurisdiction for all disputes arising from and in connection with the contract between us and the Contractor is Oldenburg (Olb).