

General Terms and Conditions of Purchase

Clause 1 General – Scope

(1)

Terms and Conditions of Purchase apply exclusively. We ("Color Expert-Storch LV" SIA, a company with registration number 40103263769 duly registered under the laws of Latvia) do not recognise Contractual Partner (= Supplier) Terms and Conditions that conflict with or deviate from our present Terms and Conditions of Purchase unless we have expressly agreed in writing that they should apply or prevail. Our Terms and Conditions of Purchase also apply even if we accept a delivery from the Contractual Partner in full knowledge of the Contractual Partner's conflicting or deviating Terms and Conditions of Purchase.

(2)

Our Terms and Conditions of Purchase apply only to Entrepreneurs within the meaning of Section 1 of the Latvian Commercial Law when the Agreement, i.e., ordering of goods from the Supplier, relates to the business of the Contractual Partner, and applies to legal persons operating in private and public sector in accordance with the applicable normative acts, i.e., including, but not limited to the provisions of the Commercial Law and the Civil Law.

Clause 2 Offer and Conclusion of Contract

(1)

If our Contractual Partner does not accept our order within three working days of its receipt, we shall no longer be bound to accept the order.

(2)

All our orders, subsidiary agreements and assurances shall only be binding if they have been made in writing.

(3)

All agreements made between ourselves and our Contractual Partner must be recorded in writing upon conclusion of the contract. All such agreements - including those made later - shall only become effective upon our written confirmation; to this extent the power of attorney granted to our employees and/or representatives shall be limited.

(4)

Letters of confirmation from our Contractual Partner shall not have the effect that a contract is concluded which deviates from our order and our other written declarations, regardless of whether we make an objection or not.

(5)

If linked to our Supplier Portal, the contract of supply is concluded when the Contractual Partner confirms and accepts the order placed in the Supplier Portal. The Contractual Partner is responsible for securing access to the Supplier Portal and the password. The Contractual Partner may only grant access and the password to those employees who are authorised to conclude contracts on its behalf.

Clause 3 Written form

Where written form is stipulated in these Terms and Conditions, it shall also be deemed to have been complied with if corresponding declarations are sent by fax or e-mail. A written agreement shall also be deemed to have come into effect if we and our Contractual Partner each make declarations which are identical in content and in the written form.

Clause 4
Prices – Payment terms

- (1)
In the absence of any written agreement to the contrary, the price includes delivery "free domicile" including packaging. The return of packaging requires a specific agreement.
- (2)
The statutory value-added tax must be shown separately on the invoice but must be included in the consideration agreed with the Contractual Partner.
- (3)
We can process invoices only if they state the order number - as specified in our Order - and the Contractual Partner is responsible for any consequences resulting from non-compliance with this obligation unless the Contractual Partner is able to prove he cannot be held responsible for them.
- (4)
Unless otherwise agreed in writing we shall pay the purchase price within 14 days of delivery of the items and receipt of the invoice less a 3 % discount, or within 30 days net following receipt of the invoice. The Contractual Partner shall include respective discounts and payment deadlines in the invoices issued to us.
- (5)
We are entitled to claim set-off and retention rights to the extent permitted by the law.

Clause 5
Delivery dates/delivery deadlines, call-offs

- (1)
Commitment to the agreed delivery dates for Europe:

Our orders are placed according to the production time agreed with the Contractual Partner and the subsequent delivery dates. These delivery dates are specified explicitly and to the day in each order issued to the Contractual Partner. The Contractual Partner shall deliver on the delivery date specified in the order to the warehouse designated by our company ("free domicile" deliveries) or make the goods available for collection ("ex works" deliveries).

A timely delivery is considered to have been made if the total quantity of the respective order item has been delivered or made available in perfect condition on the date specified in the order.

- (2)
Commitment to the agreed delivery dates outside of Europe:

FCL (Full Container Load):

In case of FCL (Full Container Load) shipments, the Contractual Partner must reserve a vessel with our shipping agent at the agreed shipping date=ETD, this reservation must be made at least 14 days prior to ETD.

A timely delivery is considered to have been made if the goods are shipped at the agreed ETD +/- 5 working days in the quantities ordered and in perfect condition. The shipping date on the B/L is the decisive factor.

LCL (Less Container Load):

Shipping LCL (Less Container Load) shipments must be booked with our Consolidation Manager (Ms Lanlan Zhu, Email: zllan@outlook.com). The goods must be available at the port of consolidation at least 7 days prior to the agreed shipping date = ETD.

Delivery documents:

The Contractual Partner agrees to hand over all required documents to the forwarding agent and our Consolidation Manager in a timely manner. The Contractual Partner shall also send, by e-mail or fax, a copy of the BL, the invoice and packing list no later than one week after the day of shipment=ETD and the BL (generally telex BL) no later than two weeks before ETA (arrival), as well as proof of preference if necessary.

(3)

Any deviation from the delivery quantity ordered requires our explicit and written confirmation. This applies to both under and over delivery of the ordered quantity.

(4)

An earlier delivery may only be made if we have explicitly agreed to it.

(5)

The above provisions will not prejudice our right to claim compensation for specific and verifiable damage (e.g. contractual penalties which we are obliged to pay to our customers) caused by our Contractual Partner's delay in delivery.

Clause 6

Transfer of risk

(1)

Unless otherwise agreed in writing delivery is free domicile. In each case, the service and price risk shall only be transferred to us upon arrival of the goods and services at our premises or at the receiving point designated by us.

(2)

The Contractual Partner must state our order number accurately on all dispatch documents and delivery notes and we are not responsible for delays in processing should the Supplier fail to do so.

Clause 7

Inspection of defects – Liability for defects

(1)

We shall notify our Contractual Partner of only obvious defects that can be easily detected without inspection, as well as of increased or reduced performance, within a period of 10 working days from receipt of goods or their delivery to the place specified by us. Nevertheless, we have the right to examine the products and decide, whether they comply with our order. Therefore, until we have explicitly agreed to accept the products, the Supplier shall be liable for any casualty risk in connection with the ordered, not examined or yet to be delivered products. Acceptance of the goods does not release the Supplier of the product liability under these Terms and Conditions of Purchase.

(2)

We are entitled to make statutory claims for defects without restriction and in any case we are entitled to demand, at our own discretion, either that the Contractual Partner remedies the defects or that a new item be supplied. We expressly reserve the right to damages, especially the right to damages rather than performance of the Contract.

(3)

We are entitled to carry out a reasonable remedy of the defect ourselves at the expense of the Contractual Partner in any cases where there is imminent danger or where remedying the defect takes an unreasonably long time.

(4)

The statute of limitations for claims based on defects (warranty claims) against the Supplier shall be 36 months, calculated from the time of the transfer of risk. If the law provides for a longer period, then this longer period shall apply.

(5)

Should there be defects in presentation and quality, we will make a lump-sum charge of 300,- EUR to cover the cost of inspection. Our right to demand compensation for specific and verifiable damage arising due to defects in presentation and quality shall remain unaffected, however, this shall only apply to the extent that the damage exceeds the amount of the above-mentioned compensation for expenses which we are entitled to demand pursuant to § 7 para. 5.1.

Clause 8

Surrender of claims against Third Parties

At the time of the respective conclusion of the contract, the Contractual Partner assigns to us its claims based on liability for defects (warranty claims), which it is entitled to against Third Parties, Suppliers or subcontractors in connection with the manufacture, delivery or service. This assignment shall neither exclude nor limit the Supplier's own liability for defects. Supplier is liable for any and all defects caused to the goods delivered to CELV regardless, whether such defects occurred due to the fault or negligence of the Supplier or the Third Party. Nevertheless, we shall be obliged to assign the corresponding claims to the Supplier if and to the extent that our Contractual Partner itself fulfils the obligations arising towards us due to defects. At the request of our Supplier, we are committed at any time to make the necessary or meaningful declarations to Third Parties, Suppliers or subcontractors of our Supplier for the assertion or safeguarding of the assigned claims or to perform any necessary or meaningful participatory actions.

Clause 9

Product liability – Indemnity – Liability insurance cover

(1)

If the Contractual Partner is responsible for product damage he must indemnify us for third-party claims for damages insofar as the cause is within the Contractual Partner's sphere of control and organization and he himself is liable under a legal relationship with the Third Party. In particular, he must observe marginal polycyclic aromatic hydrocarbon values when delivering the relevant products and provide us free of charge with a valid up-to-date inspection certificate from a generally accepted inspection body.

(2)

As part of his liability for claims under para. (1), the Contractual Partner must also reimburse any expenses resulting from or connected with the recall of an item requested by us in accordance with provisions of Sections 1770–1792 (Chapter 8 (losses and their compensation)) of the Latvian Civil Law. Insofar as is possible and reasonable we shall inform the Supplier of the nature and scope of the recall measures and provide an opportunity to comment. In particular we may request a recall if defects result that lead to a liability under the Law on the Safety of Goods and Services, as well as other applicable laws and safety regulations or if the product is supplied with inaccurate operating instructions. Other statutory rights remain unaffected.

(3)

A valid inspection certificate must be provided for all current-carrying products without a request to do so and the Contractual Partner is responsible for its accuracy. In particular the Contractual Partner must keep this document up to date and report any loss immediately. In that instance we are entitled to make a claim against the Contractual Partner for the financial loss incurred.

(4)

The Contractual Partner undertakes to carry product liability insurance to provide adequate coverage of personal injury/damage to property. Any entitlement to make further claims for damages remains unaffected. The supplier shall provide qualified proof of insurance upon request.

Clause 10

Protection of rights

(1)

The Contractual Partner is responsible for ensuring that no third-party rights are infringed by the Supplier's delivery.

(2)

If we are the subject of a claim for damages by a Third Party the Contractual Partner must indemnify us for these claims at the first written request; without the consent of the Supplier we are not entitled to reach any Agreements with the Third Party and in particular we are not entitled to reach any settlement.

(3)

The Supplier's duty to indemnify us relates to all expenses we incur, including those for legal disputes necessarily arising from or connected with claims asserted by a Third Party.

(4)

Our statute of limitations for claims to which we are entitled based on the above provisions shall be 3 years. The period shall commence at the end of the calendar year in which we became aware of the infringement of the rights of Third Parties or in which our unawareness is based on gross negligence. In all cases, the statute of limitations shall be a maximum of 10 years from the time of the infringement of Third Party rights by our Supplier.

Clause 11 Delivery

(1)

For each Order we reserve the right to provide a label showing our company name and address for the goods to be delivered, in which case we shall provide packaging guidelines.

(2)

The delivery of goods on pallets is permitted only if standardized EUR-pallets are used. Each consignment must be capable of being transported safely so that unloading is guaranteed to be smooth. It is expected that light commercial vehicles will not be used.

(3)

The most current version of our Supply Chain Manual applies. Available at <https://www.storch-ci-ret.com/download-section>. We reserve the right to reject non-compliant deliveries.

Clause 12 Supplied parts

(1)

Where we supply parts for Suppliers we reserve our title to them. Processing or modification by the Supplier is carried out for us. If our goods supplied under reservation of title are processed along with other items not belonging to us, we acquire co-ownership of the new item created at a ratio of the value of our goods (purchase price plus value-added tax) to the value of the other goods processed at the time of processing.

(2)

If the item supplied by us is irreversibly compounded with others not belonging to us, we acquire co-ownership of the new item at the ratio of the value of the items supplied by us under reservation of title (purchase price plus value-added tax) to the value of the other compounded items at the time they were compounded. If the compounding occurs in such a way that the item belonging to the Supplier becomes regarded as the main item, it is agreed that the Contractual Partner transfers pro-rata co-ownership to us; the Supplier holds sole or coownership on our behalf.

Clause 13 Tools

We retain title to tools; the Contractual Partner undertakes to use the tools exclusively for production of the goods ordered by us. The Contractual Partner undertakes to insure the tools belonging to us at their value when new at his own expense against damage by fire, water and theft. At the same time the Contractual Partner transfers all compensation from this insurance to us; we hereby accept transfer of the compensation. The Contractual Partner undertakes to carry out any servicing and inspection work and all maintenance and repair work on our tools at his own expense at the appropriate time. The Supplier must notify us immediately of any malfunctions; if the Supplier is negligent in doing so, any claims for damages will not be affected.

Clause 14 Confidentiality

(1)

We reserve the property rights and copyrights to all illustrations, drawings, calculations and other documents and information. Such documents and information are to be used exclusively for production based on our orders. The Supplier must keep all illustrations, drawings, calculations and other documents and information received strictly confidential. They may be disclosed to Third Parties only with our express written consent. They must be returned to us unsolicited after completion of our orders. The obligation to confidentiality shall also apply after completion of the respective contract and after return to us; it shall only expire if and insofar as the production knowledge contained in the illustrations, drawings, calculations and other documents and information provided has become generally known or we ourselves have made the documents available to Third Parties not subject to confidentiality.

(2)

Confidentiality applies to all information and documents made available in the Supplier Portal. The Contractual Partner is obliged to safeguard access to the Supplier Portal and the password. It is strictly forbidden to pass on the access data to Third Parties. The Contractual Partner is required to change the password if an employee who knows the password is terminated.

Clause 15 „REACH“ Regulation

(1)

The Contractual Partner assures that it will comply with the requirements of the EU chemicals regulation REACH (Regulation (EC) No. 1907/2006 dated 30.12.2006) in the currently valid version (with all interim and future amendments/supplements) - hereinafter referred to as the REACH Regulation - and in particular that the registration of the substances has been carried out. There is no obligation on our part to obtain an approval for a product delivered by the Supplier within the scope of the REACH Regulation.

(2)

The Contractual Partner must, at our request, also immediately provide us with all the information required to register the products under REACH Regulation 1907/2006. This also includes the information necessary to compile the safety data sheets. The Contractual Partner must also, at our request, provide us with all the information we require to fulfil our obligations under the REACH Regulation to provide information to Third Parties, in particular information to be provided in accordance with Articles 31 to 33 of REACH Regulation 1907/2006. This information must be provided immediately in writing at our request. The Contractual Partner is obliged to inform us immediately if the goods delivered contain substances that are listed on the so-called "Candidate List of Substances of very High Concern" ("SVHC list") according to REACH Regulation. This shall also apply if, in the case of ongoing deliveries, previously unlisted substances are included in this list. The respective current list can be found under <https://echa.europa.eu/en/candidate-list-table>.

(3)

The Contractual Partner undertakes to inform us duly and without delay of all changes that affect compliance with REACH Regulation and to provide us, without being requested to do so, with all the information we require to ensure compliance with the requirements of the REACH Regulation.

(4)

Suppliers based outside the EU are obliged to appoint a representative who meets all obligations according to Art. 8 of the REACH Regulation, such that we are not treated as an importer according to the REACH Regulation. Apart from the obligation to register, the obligations apply accordingly to Suppliers outside the EU. Particularly we must be informed if an SVHC substance is contained more than 0.1% or if substances falling under REACH Regulation can be released during normal and expected use.

Clause 16
PAH limit values

(1)

The Contractual Partner guarantees that the goods he supplies contain no polycyclic aromatic hydrocarbons (PAH). The term 'free from PAHs' is understood to mean compliance with PAH maximum levels as stipulated in the provisions of GS mark (safety approval) certification for testing and measuring PAH.

(2)

For materials with a foreseeable skin contact of longer than 30 seconds (long-term skin contact) the maximum is 1 mg/kg. For materials with a foreseeable skin contact of no more than 30 seconds (short-term skin contact) it is 20 mg/kg.

(3)

At our request, the Contractual Partner is obliged to prove to us compliance with PAH maximum limits in some suitable form. In particular this proof may be provided by submitting a certificate from an independent testing laboratory that uses harmonized methods to determine PAH in plastic samples when testing and measuring PAH for GS mark certification.

Clause 17
Legal jurisdiction – Place of performance

(1)

If the Contractual Partner is a commercial enterprise, our registered office shall be the place of jurisdiction; however, we shall also be entitled to take legal action against our Supplier at the court of its registered office.

(2)

The invoice is addressed to our registered office in Riga, Latvia, the place of performance for the delivery is the specified delivery address.

(3)

The contract is subject to the law of the laws of Latvia (except for the provisions on international private law) to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

Clause 18
Evaluation of business relationship

The evaluation of our current business relationship for the purposes of competition and/or advertising is permitted only with our written consent.

Clause 19
Data protection

Please note that we may store the following Supplier data for the purpose of processing the contract with the Supplier: contact details (name, address, telephone number, fax number, email address, contact name, etc.), payment terms and payment method, delivery details (articles listed, prices, delivery terms and conditions, etc.).

Clause 20
Social standards for Suppliers

(1)

The Contractual Partner hereby declares that it complies with the provisions of our Social Standards for Suppliers, available at <https://www.storch-ciret.com/download-section>. It assures that goods delivered to us or accepted by us are produced and stored in safe operating facilities and in a manner that complies with the requirements of our Social Standards for Suppliers. The Contractual Partner also assures that all business partners acting on its behalf are informed that they must also take measures

to ensure that the requirements of our Social Standards for Suppliers are met throughout the supply chain.

(2)

In the event of a serious violation by the Contractual Partner against the requirements of our Social Standards for Suppliers, we have the right to terminate the contract without notice for good cause. We may acquire material and/or semi-finished products including any special operating resources under commensurate conditions.

(3)

If in this context any claims for damages are asserted by Third Parties against us, the Contractual Partner shall indemnify us in full from such claims upon first request and undertakes to pay our fair and reasonable legal and court costs.

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Transfer of Ownership

(1)

Ownership of the ordered goods shall pass to us upon delivery of the goods to us or to a third party named by us (e.g. transport company, customer), unless the supplier retains ownership of the ordered goods.

(2)

We do not accept the validity of any extended or expanded retention of title on the part of the supplier, nor do we accept any title retention until all outstanding accounts have been settled on the part of the supplier.

Riga, 01.04.2024

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