1. General

1.1 The present General Terms and Conditions of Purchase (“GTC”) shall exclusively apply to business relations between the Contractor and Greiner Bio-One Kft. (hereinafter referred to as “GBO”) pertaining to the purchase of movable items (“Goods”) and/or work and services (“Services”), listed in the order and related to its “Delivery Address”, by way of delivery, irrespective of whether or not the Contractor itself renders the relevant performance or purchases the same from suppliers. Any terms and conditions of sale of the Contractor and/or any derogations from the order shall only apply if and in so far as GBO shall acknowledge the same in writing. The written form required under the terms of these GTC shall also be fulfilled by way of e-mail or fax.

1.2 These GTC shall apply subject to possible legal transactions concluded in future between the Contractor and GBO, even if, in an individual instance, no specific reference is made thereto. Any arrangements (amendments, additions) derogating by way of delivery, irrespective of whether or not the Contractor itself renders the relevant performance or purchases the same from suppliers. Any terms and conditions of sale of the Contractor and/or any derogations from the order shall only apply if and in so far as GBO shall acknowledge the same in writing. The written form required under the terms of these GTC shall also be fulfilled by way of e-mail or fax.

1.3 The Contractor acknowledges that the data about itself contained in the purchase order shall be subject to automated processing by GBO for purposes of accounting, and for supplier documentation. Processing of data, in particular transmission to third parties, shall be permissible to extent necessary to fulfill the contract, meeting statutory requirements (including, if applicable, the General Data Protection Regulation (EU) 2016/679), and for the purposes of banking and payment transactions.

1.4 The Contractor unilaterally and irrevocably agrees to the future amendment of these GTC.

2. Offer and placing of orders

2.1 Offers by the Contractor must be complete and conclusive and describe the Deliverables, the quantities and price. Offers by Contractor represent an invitation for GBO to place an order and/or binding on GBO. Quotations, cost estimates, plans, test certificates for technical equipment and all other documents of the Contractor shall moreover be binding and shall not be renounced, unless otherwise expressly agreed in writing.

2.2 The pricing regarding Deliverables charged by weight shall be based on the net weight excluding packaging/packaging materials (e.g. pallet cages, pallets, packaging sleeves, etc.).

2.3 If Contractor’s confirmation of an order deviates from the contents of the order, express reference must be made to the particular circumstances. The written consent of GBO must be obtained, otherwise the confirmation is not binding.

2.4 On all documents addressed to GBO, especially confirmations of an order, dispatch notes, certificates of delivery and any other documents or correspondence, the order number, date, article number and all such data as GBO uses to identify its order in detail. Regarding blanket orders, the Contractor shall also add a reference to the respective data concerning the relevant blanket orders.

3. Prices, payment terms and invoicing

3.1 The prices stated in the order and agreed with the Contractor shall be fixed prices. Any change to prices during the agreed delivery period shall be void, even in the case of blanket orders. GBO does not acknowledge and exclusively excludes any price escalation clauses.

3.2 Prices do not include statutory value added tax or other (transaction) taxes, customs duties, fees or other charges of any kind. Changes in tax law or other changes in circumstances shall not grant entitlement to impose a retrospective price increase.

3.3 Invoices shall be issued in accordance with the respectively-applicable statutory provisions concerning value added tax and shall be transmitted by e-mail. Invoices relating to Work must moreover be accompanied by copies of the confirmed wage slips or timesheets. Invoice copies shall be marked as duplicates.

3.4 Invoices shall be paid within 30 (thirty) days of receipt of invoice. In case of delay in payment GBO will charge interest according to the applicable statutory interest rate. As printed in the order, the delivery address, which shall be as good as new, and which shall be transferred to GBO in due time following the discount period.

3.5 The price includes all taxes, duties, fees or other charges of any kind. Changes in tax law or other changes in circumstances shall not grant entitlement to impose a retrospective price increase.

3.6 Invoices shall be issued after Work has been successfully performed.

3.7 Unless otherwise agreed in writing, payments shall be made within 30 (thirty) days at a 3% discount or within 60 (sixty) days net, from receipt of invoice, but not before receipt of delivery or formal acceptance of the Deliverables, if applicable, whichever occurs later. The date of payment shall be deemed the date GBO issues payment instructions. Payment itself shall be executed in the payment run respectively following the due date, which takes place at least once a week. This payment proceeding entitles GBO to claim a discount if payment is made in the payment run immediately following the discount period. The payment shall be deemed on time, if payment is made in the payment run immediately following the relevant invoice’s due date.

3.8 GBO may effectively claim offsetting against counterclaims of GBO, which will be communicated to Contractor in writing within the aforementioned payment period.

3.9 Contractor shall not be permitted to offset any purported counterclaims of the Contractor against claims of GBO, unless GBO consents in writing or Contractor has obtained non-apposable surety. Contractor shall not be entitled to assign claims and any rights arising from this GTC to a third party without GBO’s prior written consent. Any assignment of any rights without GBO’s prior written consent shall be null and void.

3.10 If the Contractor is part of a conglomerate, then Contractor shall name a bank account, to which all payments under the order shall be made with debit-drafting effect.

3.11 Contractor is not entitled to create any security interest in Goods sold to GBO without GBO’s prior written consent.

4. Delivery

4.1 The agreed delivery and performance deadlines shall be binding. The delivery or performance period shall commence on the day following the end of the order date. If no period is agreed, delivery/performance shall be effected immediately.

4.2 If a delay in delivery of Goods or performance of Work is anticipated, then Contractor shall immediately inform GBO and state the reasons and the expected duration of the delay. Remedies in section 13 shall apply accordingly.

4.3 Delivery or performance prior to the agreed deadline, or partial delivery, shall only be permissible if stated in the order and otherwise agreed in writing. GBO may, in no case, no disadvantage may be from such a delivery or performance; in particular, the payment and discount period according to clause 3.6 does not start before the originally agreed deadline.

4.4 Acceptance of the delivery or performance deadline or will inform the Contractor in writing thereof at the least (3) weeks prior to the agreed delivery or performance date.

4.5 Delivery shall be made at the expense and risk of the Contractor. Unless otherwise agreed in writing, Contractor shall deliver the Goods according to Incoterms clauses DDP (non-EU) / DAP (EU) Incoterms 2020 to destination designated by GBO. This shall apply irrespective of any restriction or restriction as to the transportation of hazardous substances. GBO shall not accept COD (cash on delivery) shipments. Shipments shall be accompanied by a delivery note indicating the order and article number(s) and an appropriate copy of the drawing(s) attached to the order.

4.6 The Contractor shall be entitled to authorized employees of GBO at the delivery address. Acceptance of the Deliverable shall place take only in visible defects upon arrival at the destination; in terms of quantity and quality, however, acceptance of the Deliverable shall only take place after the defects in question in respect of which such arrangements are confirmed by GBO in writing.

4.7 The Contractor has the right to inspect the Contractor's quality management system during normal business hours at the Contractor's place of business, subject to GBO providing the Contractor with written notice at least (5) five working days in advance; under no circumstances shall the Contractor be entitled to inspect said facility while it is in use.
11.11 Contractor shall indemnify and hold GBO, its officers, directors, shareholders and representatives harmless from any damages, including, without limitation, reasonable costs, expenses, fees, penalties and interest, attorneys’ fees, and any other damage, loss or expense suffered or incurred by GBO in connection therewith.

11.12 Regarding to all types of loss, during the entire limitation period, the Contractor shall bear the burden of proof concerning the demonstration of absence of fault.

11.13 Exclusions of liability, all kind, as well as limitations on liability on the part of the Contractor, in particular on the basis of warranty or damages, shall not be accepted unless the same have been expressly negotiated in detail with GBO and agreed to in writing. This shall not be the case of changes, statutory burden of proof to the detriment of GBO, with regard to shortening statutes of limitation of any kind, and with regard to the exclusion of recourse claims.

11.14 The Contractor shall not be responsible for unforeseeable events which are not foreseeable and are not under control of GBO by its sub-contractors for its own. The Contractor shall ensure that any of sub-suppliers, are instructed to rendering services in accordance with this GBO.

11.15 If a product may be put into operation by GBO by third parties due to defects in Deliverables and/or violation of property rights of third parties, the Contractor shall fully indemnify and hold GBO and/or its sub-contractors harmless from any claims, as far as these claims are not based on the responsibility of the Contractor. Further legal claims of GBO against the Contractor shall remain unaffected.

12. Changes to Deliverable

12.1 Changes requested by GBO

GBO may at any time request a change to a Deliverable, which shall be implemented by the Contractor, if the change can be executed by the Contractor using the resources which the Contractor has already deployed in accordance with the contract between the two parties, this shall not have any impact on price, if the change is an impact on the agreement price or delivery or deadlines, the Contractor shall be entitled to reimbursement of all costs and expenses incurred by it in this connection, especially because of recall actions. GBO shall be entitled, if it is necessary to information are to be delivered, to contract a chargeable inspection and further extend the extent of recall actions. GBO shall immediately inform the Contractor about the assertion of claims based on product liability and shall not make any payments nor assume any other obligations, claims against the Contractor. Further legal claims of GBO against the Contractor shall remain unaffected.

13. Default and delay, withdrawal and contractual penalty

13.1 In the event of a delay or default in respect of delivery or performance, or delivery or performance (in breach of contract in any other term) which amounts to an breach or a substantial breach of contract or in any of the GBO's representatives or in any of the other third parties due to defects in the Deliverables; the Contractor shall be entitled to remedy the defects itself or to arrange for third parties to remedy the same or in another manner to obtain a replacement at the Contractor's expense. In urgent cases (e.g. in order to avoid production delays or interruptions), GBO shall be entitled to remedy the defects discovered at the cost of the Contractor without a delay or prevent delivery of the Deliverables.

13.2 In the event of a delay or default in terms of delivery or performance, which can be executed by the Contractor using the means of transport, to take the greatest possible preventive measures).

13.3 In case a delay or default in terms of delivery or performance, which can be executed by the Contractor using the means of transport, to take the greatest possible preventive measures.

13.4 In the event of a delay or delay is however due to force majeure, the Contractor shall be entitled to immediately notify such circumstance and to provide documentary evidence of the same upon request. In such event, the delivery or performance period or the delivery or performance shall be extended accordingly. This shall not apply in case of recall actions. In such granting of time, the Contractor shall be under a duty to pay the contractual penalty pursuant to clause 13.2, which shall be deposited by way of security with GBO and reduced by GBO if the Contractor otherwise successfully delivers.

13.5 In the event that, for any reason whatsoever, the technical and cost disadvantage has been terminated, the Contractor shall not be entitled to refund.

13.6 GBO shall be entitled to withdraw from the contract by 10 (ten) days from the latest at the agreed delivery or performance deadline (prior to the end of the agreed delivery or performance period), subject to indication of good cause; in such event, the Contractor shall not be entitled to claim any damages.

14. Compliance

The Contractor undertakes at all times during a contractual relationship with GBO to comply with the Greiner Code of Conduct for Suppliers and Business Partners. https://www.gbo.com/fileadmin/user_upload/Downloads/Code_of_Conduct/Code_of_Conduct_for_Suppliers_and_Business_Partners_EN.pdf, as amended, plus all applicable laws and provisions, in particular the US Foreign Corrupt Practices Act of 1977 (as amended), as well as the applicable anti-trust, competition and anti-corruption laws. Neither the Contractor, nor those persons acting in its name, in particular executives, employees or representatives, shall make or offer improper
15. Property rights
15.1 Documents of all kinds, such as descriptions, samples, drawings, models, tools, moulds and other items which GBO has made available to the Contractor, remain the sole and exclusive property of GBO.

15.2 The Contractor may neither use such documents for its own purposes nor make such available to third parties, to the extent not directly connected with the performance of the order. Without request, documents shall be automatically returned complete including any copies thereof, at the latest once they are no longer required by the Contractor or 45 days after the receipt of any request from GBO. Return shall be free of charge to GBO.

15.3 The said documents must be checked by the Contractor immediately upon receipt. Any derogations therefrom shall only be permissible with the written consent of GBO. If such documents contain technical or other defects, the Contractor must notify GBO thereof as soon as such defects are identified.

15.4 The agreed price shall cover payment for comprehensive granting of intellectual property rights as far as necessary for GBO to use freely, to renew partially or completely, and for the resale of the Deliverables.

15.5 In so far as licences are required, the Contractor shall procure them at its own expense.

15.6 The Contractor shall be liable for ensuring that no property rights of third parties are infringed by the GBO as a result of the Contractor's performances or as a result of use of the Deliverables acquired from the Contractor. The Contractor undertakes to fully indemnify and hold GBO harmless in the event of any infringement of property rights of third parties.

15.7 GBO shall hold title to all work results of the Contractor based on information from GBO, in particular drawings, specifications and data of GBO, and GBO shall exclusively be entitled to file and register intellectual property rights on a worldwide basis in respect thereof.

16. Sub-suppliers
16.1 The Contractor undertakes to inform GBO in writing of all sub-suppliers who support the Contractor in fulfilment of contractual obligations. Sub-suppliers not named in the contract or order must be approved by GBO in writing, which approval shall not be unreasonably refused.

16.2 When GBO gives its consent, the Contractor must ensure that sub-contracts enable the Contractor without limitations to fulfil its obligations in relation to GBO.

16.3 The Contractor shall ensure that GBO is entitled to inspect Works undertaken for the purpose of fulfilling contractual duties at Contractor's and/or sub-supplier's place of business any time, and to obtain information on the current status of Work on site.

16.4 Irrespective of which party supplies the Deliverables, the Contractor shall always be deemed the responsible contracting party. At the same time, any approval of a sub-supplier granted by GBO shall not release the Contractor from its obligations in relation to GBO under the contract.

17. Access
17.1 When entering GBO's place of business, the Contractor comply with GBO's applicable safety rules, GBO shall provide Contractor with a copy of the safety rules prior to Contractor visiting GBO's facility.

17.2 Subject to reasonable prior notification to the Contractor, Contractor shall grant GBO access to the Contractor's place of business during normal business hours in order to inspect Work in connection with the contractual Deliverables.

18. Confidentiality
18.1 The Contractor undertakes to maintain the confidentiality of all technical and commercial data relating to GBO which is disclosed directly or indirectly by GBO in respect of a possible joint business relationship, including all information relating to plans, timetables, technical data, constructions, drawings and all information relating to sales, pricing, research and development, finance, construction, manufacture, quality, design, intellectual property, plant and processes, employees, customers, suppliers and other persons with which GBO has a business association, in so far as the same is not generally known.

18.2 For the purpose of fulfilling its contractual duties, obligations and other tasks, the Contractor may only use information which has verifiably and expressly placed under a duty to observe confidentiality prior to commencement of their activity.

18.3 The duty to maintain confidentiality in respect of all data and business and/or trade secrets shall continue to exist also following the end of the contractual relationship, without restriction; it shall also extend to such data and business and/or trade secrets which are entrusted to the Contractor/rehe persons referred to in clause 18.2 on the occasion of further contractual negotiations to be conducted or which are otherwise rendered accessible, even if such negotiations should not lead to conclusion of a contract.

18.4 Disclosure of confidential information shall not constitute transfer of know-how or property rights or any related granting of licence. The Contractor shall not be entitled to file property rights of any type whatsoever in connection with any confidential information obtained directly or indirectly from GBO.

18.5 No rights, in particular, no rights of prior use, shall be asserted against GBO regarding applications for industrial property rights of the knowledge of confidential information made available or provided to the Contractor.

19. Place of performance, place of jurisdiction and choice of law
19.1 Unless agreed otherwise in Section 4 of these GTC or any contract subject to these GTC, place of performance for Deliverables supplied by the Supplier shall be the place of delivery as stated in the GTC.

19.2 Place of jurisdiction for all disputes arising out of or in connection with these GTC and the contracts subject to these GTC shall be the court in Győr, Hungary having subject-matter competence. Contractor hereby irrevocably consents to the exclusive personal jurisdiction of such courts. Contractor waives any objection based on forum non-conveniens or any objection to venue of any action. GBO shall also have the right to institute legal proceedings before the court having competence with regard to the registered office of the Contractor.

Greiner Bio-One Hungary Kft., Fertősor 7, 2000 Mosonmagyaróvár | Hungary | Phone + T: +36 (0) 96 21343-0 | Fax ++36 (0) 96 213-198 | office@hu.gbo.com | www.gbo.com