

General Terms and Conditions of Purchase



§ 1

General - Scope of Application

1. These General Terms and Conditions of Purchase („GPC“) of Jokey SE (hereinafter „Jokey“) and the companies affiliated with Jokey (hereinafter jointly or individually „Jokey Group Company / Jokey Group Companies“) apply to all individual contracts concluded between Jokey or the Jokey Group Company and the respective supplier (“Supplier”) for the delivery or production of items, such as goods and machines (hereinafter referred to as „Delivery Items“) and / or the provision of services. As far as reference is made to the respective Jokey Group Company in these GPC, it is the Jokey Group Company that concludes an individual contract with the Supplier on the basis of the GPC. The GPC shall also apply as a framework agreement for future business relationships between Jokey or the respective Jokey Group Company and the respective Supplier, even if they are not expressly referred to again.
2. These GPC shall apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the Supplier shall only become part of the respective individual contract if and insofar as Jokey or the respective Jokey Group Company has expressly given consent to their application. This requirement of consent shall also apply if Jokey or the respective Jokey Group Company accepts the Delivery Item or the Supplier’s service without reservation in the knowledge of the Supplier’s general terms and conditions.
3. The GPC only apply to entrepreneurs. Entrepreneurs are natural or legal persons or partnerships with legal capacity who are acting in the exercise of their commercial or independent professional activity when concluding the respective individual contract in accordance with these GPC. Partnership with legal capacity means a partnership that has the capacity to acquire rights and enter into obligations.
4. Individual agreements (e.g. framework supply agreements, quality assurance agreements) and information in the order from Jokey or the respective Jokey Group Company shall take precedence over the GPC.
5. For all deliveries and services provided within the Jokey Group’s operating sites, the Supplier must comply with the safety regulations applicable to the respective operating site and observe the provisions of the applicable specifications of the respective operating site. These will be made available to the Supplier on request.

§ 2

Offer - Conclusion of Contract

1. Offers submitted by the Supplier to Jokey shall be deemed binding unless they are expressly designated as non-binding. Jokey may accept such a binding offer by placing an order in text form, whereby the respective individual contract is concluded. The Supplier is nevertheless obliged to send Jokey an order confirmation in text form.
2. The Supplier shall immediately notify Jokey or the respective Jokey Group Company in text form of any changes and/or extensions to the scope of services after conclusion of the respective individual contract which prove necessary from the Supplier’s point of view within the scope of fulfilment of the respective individual contract. Their implementation requires the prior consent of Jokey or the respective Jokey Group Company.

3. Jokey or the respective Jokey Group Company reserves the property rights and copyrights to illustrations, drawings, calculations, data for the preparation of reproductions and other documents provided by Jokey or the respective Jokey Group Company. These shall not be made accessible to third parties without the express consent of Jokey or the respective Jokey Group Company, which must be given at least in text form. They shall only be used by the Supplier for the fulfilment of the respective individual contract and must be returned to Jokey or the respective Jokey Group Company after fulfilment of the respective individual contract without being requested to do so.
4. If production releases have been agreed for the respective delivery of Delivery Items, these shall only be deemed to have been given by Jokey or the respective Jokey Group Company if the Supplier submits a corresponding production sample or a pilot series to Jokey or the respective Jokey Group Company and Jokey or the respective Jokey Group Company releases the production sample or the respective pilot series. If production releases have been agreed, deliveries without prior release, as described in the previous sentence, shall have no, not even partial, fulfilment effect and shall be made at the Supplier’s own risk.
5. The implementation of the Jokey Group’s sustainability course is linked to the positive influence of the environmental aspects arising from the Jokey Group’s business activities. Wherever possible, Jokey asks Suppliers if more energy-efficient or environmentally friendly alternatives exist to expand their offers by including options with these more environmentally friendly variants or to inform Jokey or the respective Jokey Group Company about such more environmentally friendly alternatives.

§ 3

Prices / Terms of Payment / Offsetting / Rights of Retention

1. The price agreed in the respective individual contract shall include all ancillary costs, in particular costs for packaging, costs for product labelling, logistics stickers, etc. The price shall include the applicable statutory value added tax if this is not shown separately. All invoices from the Supplier must show the order number specified by Jokey. This is a contractual duty of the Supplier, not only an obligation. If the Supplier culpably breaches this contractual duty, Jokey or the respective Jokey Group Company shall be entitled to claim the additional expenses incurred from the Supplier as a result.
2. Unless otherwise agreed in individual cases, Jokey or the respective Jokey Group Company shall pay within 14 working days, calculated from delivery of the goods by the Supplier or provision of the service and receipt of a proper invoice, which in particular complies with the provision of section 1 sentence 3 of this § 3, with the discount specified in the order or within 30 days after delivery of the goods or provision of the service and receipt of a proper invoice without deduction.
3. Jokey or the respective Jokey Group Company shall be entitled to the rights of set-off and retention in accordance with the applicable law pursuant to § 15 section 2 of these GPC to the extent permitted by law. In particular, Jokey or the respective Jokey Group Company shall be entitled to withhold due payments as long as it is still entitled to claims against the Supplier arising from incomplete or defective services. The Supplier shall only have a right of set-off or retention if the claim is non-appealable legally established or undisputed.

4. Jokey is authorised to assign all claims arising from the respective individual contract without the Supplier's consent, provided that this does not lead to a change in performance. The Supplier is not authorised to assign claims arising from the contractual relationship to third parties without the prior written consent of Jokey. Insofar as the law of the Federal Republic of Germany applies to the respective individual contract in accordance with § 15 section 2 of these GPC, § 354a of the German Commercial Code (HGB) shall remain unaffected.

§ 4

Delivery Time, Transfer of Risk, Default of Acceptance

1. Delivery Time

- 1.1 The delivery time specified by Jokey in the order is binding.
- 1.2 The Supplier is obliged to inform Jokey immediately, at least in text form, if circumstances occur or become recognisable to him which indicate that the delivery time cannot be met.
- 1.3 If the Supplier is in default with delivery, Jokey or the respective Jokey Group Company shall be entitled to liquidated damages for default in the amount of 0.5% of the net order value for the delayed delivery or service for each completed calendar week of delay, but not more than a total of 5% of the net order value. The Supplier shall be entitled to prove that the damage incurred was lower. Jokey or the respective Jokey Group Company shall be entitled to prove that higher damages have been incurred. Further claims to which Jokey or the respective Jokey Group Company may be entitled under these GPC or under the applicable law shall remain unaffected.

2. Transfer of Risk

The risk of accidental loss and accidental deterioration of the Delivery Item shall pass to Jokey or the respective Jokey Group Company upon handover at the respective location of Jokey or the Jokey Group Company to which delivery is to be made in accordance with respective Individual contract. If acceptance has been agreed, this shall be decisive for the transfer of risk. If Jokey or the Jokey Group Company is in default of acceptance, this shall be deemed equivalent to handover or acceptance.

3. Default of Acceptance

The statutory provisions of the law applicable under § 15 section 2 of these GPC shall apply to the occurrence of default of acceptance. However, the Supplier must also expressly offer its service to Jokey or the respective Jokey Group Company if a specific or determinable calendar time has been agreed for an action or co-operation by Jokey or the respective Jokey Group Company (e.g. provision of equipment). If Jokey or the respective Jokey Group Company is in default of acceptance, the Supplier may demand compensation for its additional expenses. If the respective individual contract relates to a non-fungible item to be manufactured by the Supplier (customised production), the Supplier shall only be entitled to further rights if Jokey or the respective Jokey Group Company is obliged to cooperate and is responsible for the failure to cooperate.

§ 5

Shipping - Documents - Packaging

1. Unless expressly agreed otherwise, delivery shall be made in accordance with DDP Incoterms 2020.
2. The Supplier is obliged to state Jokey's order number on all shipping documents and delivery notes; if he fails to do so, Jokey or the respective Jokey Group Company shall not be responsible for any delays in processing that are attributable to this failure.
3. The Supplier shall take appropriate state-of-the-art measures to ensure that the documents and messages (e-mails) transmitted by him electronically, including their attachments, are free of any malware (viruses, Trojans, etc.) at the time of dispatch.
4. Packaging must be carried out in an environmentally friendly manner using packaging material permitted at the place of delivery and suitable for the goods and transport route in such a way that transport damage is avoided.
5. Unless expressly agreed otherwise, the Supplier is obliged to take back the transport packaging delivered to Jokey or the respective Jokey Group Company free of charge. Proof of legally compliant disposal must be provided on request.

§ 6

Quality Assurance / Inspection Obligations

1. Quality Assurance

- 1.1 The Supplier is obliged to take all measures in accordance with the current state of the art to ensure that its deliveries are free from defects. It must continuously review and optimise its services to this end.
- 1.2 The Supplier must be certified according to DIN ISO 9001 or at least have an effective quality management system according to the standards of DIN ISO 9001 in order to guarantee a consistently high, tested quality of the Delivery Items or services. The Supplier undertakes to continuously improve this system in accordance with the state of the art or, if a separate agreement exists with Jokey or a Jokey Group Company, in accordance with this agreement.
- 1.3 If a separate quality assurance agreement has been concluded between the Supplier and Jokey or the respective Jokey Group Company for the Delivery Items, the Supplier must comply with Jokey's quality requirements and provide a quality certificate for the Delivery Items delivered to Jokey or the respective Jokey Group Company, in which the test criteria specified by Jokey are documented by an independent institute.

2. Inspection and Notification Obligations of Jokey or the respective Jokey Group Company

In order to fulfil its statutory duty of inspection in accordance with the law applicable pursuant to § 15 section 2 of these GPC, Jokey or the respective Jokey Group Company shall inspect the Delivery Items for defects which become apparent during the incoming goods inspection under external examination including the delivery documents (e.g. transport damage, incorrect and short delivery). In addition, random sample inspections of the Delivery Items are carried out on an ongoing basis during production. Jokey or the Jokey Group Company shall notify the Supplier of any defects discovered in the aforementioned inspections immediately after their discovery. This shall also apply if a defect is discovered later. The notification of defects by Jokey or the Jokey Group Company shall in any case be deemed immediate if it is sent within 5 working days of discovery. Jokey or the respective company of the Jokey Group to which the delivery is made shall not be subject to any further inspection obligations and notification obligations resulting from inspections.

§ 7

Defect Rights for Delivery Items

1. Unless otherwise agreed in these GPC or the respective individual contract, the statutory provisions of the applicable law pursuant to § 15 (2) of these GPC shall apply to defects in material and defects in title of the Delivery Items (including incorrect and short delivery as well as improper assembly, defective assembly, operating or operating instructions, missing documents to be supplied).
2. In particular, the Supplier shall be liable for ensuring that the Delivery Items have the agreed quality upon transfer of risk to Jokey or the respective Jokey Group Company and are not encumbered with third-party rights that conflict with the rights of Jokey or the respective Jokey Group Company under the respective individual contract. Those product descriptions which - in particular by designation or reference in the respective offer or the respective order - are the subject of the respective individual contract or have been included in the respective individual contract in the same way as these GPC shall be deemed to be an agreement on the quality. Also the certificates to be supplied with the Delivery Item in accordance with the respective individual contract or these GPC, such as technical data sheets, food certificates, quality certificates in accordance with § 6 section 1.3 of these GPC and information in accordance with § 13 of these GPC, etc shall be deemed to be an agreement of quality.
3. Within the scope of the liability for defects in title, the Supplier shall in particular also be responsible for ensuring that the Delivery Items - insofar as these are not based on specifications of Jokey or the respective Jokey Group Company - do not infringe any intellectual property rights of third parties in countries of the European Union or in countries to which the Supplier delivers the Delivery Items in accordance with the respective individual contract or in which the Supplier manufactures the Delivery Items or has them manufactured.
4. Jokey or the respective Jokey Group Company is not obliged to inspect the Delivery Items or make special enquiries about any defects upon conclusion of the respective individual contract. Jokey or the respective Jokey Group Company shall therefore be entitled to claims for defects without restriction even if the defect remained unknown to it upon conclusion of the contract as a result of gross negligence.
5. Jokey or the respective Jokey Group Company is entitled at its discretion to demand subsequent fulfilment from the Supplier, by remedying the defect or delivering a new, defect-free Delivery Item. Subsequent fulfilment shall also include the removal of the defective Delivery Item and reinstallation, provided that the Delivery Item has been installed in another item or attached to another item in accordance with its type and intended use; a statutory claim by Jokey or the respective Jokey Group Company under the applicable law pursuant to § 15 section 2 of these GPC for reimbursement of corresponding expenses shall remain unaffected. The Supplier shall bear the expenses necessary for the purpose of inspection and subsequent fulfilment even if it transpires that there was in fact no defect. The liability for damages of Jokey or the respective Jokey Group Company in the event of an unjustified request to remedy defects shall remain unaffected; however, Jokey or the respective Jokey Group company shall only be liable in this respect if Jokey or the respective Jokey Group Company recognised or was grossly negligent in not recognising that there was no defect.
6. Notwithstanding any statutory rights under the law applicable pursuant to § 15 section 2 of these GPC and the provisions in section 5 above, the following shall apply: If the Supplier does not fulfil its obligation to provide subsequent performance within a reasonable period of time set by Jokey or the respective Jokey Group Company, Jokey or the respective Jokey Group Company may remedy the defect itself and demand reimbursement of the necessary expenses or a corresponding advance payment from the Supplier. If subsequent fulfilment by the Supplier has failed or is unreasonable for Jokey or the respective Jokey Group Company (e.g. due to particular urgency, endangerment of operational safety or imminent occurrence of disproportionate damage), no deadline need be set; Jokey or the respective Jokey Group Company shall inform the Supplier of such circumstances immediately, if possible in advance.
7. Otherwise, Jokey or the respective Jokey Group Company shall be entitled to reduce the price or withdraw from the respective individual contract in the event of a defect in material or a defect in title. In addition, Jokey or the respective Jokey Group Company shall be entitled to compensation for damages and expenses in accordance with § 8 of these GPC.

§ 8

Liability of Supplier

1. Notwithstanding the provisions of § 9 below, the Supplier shall be liable for damages and reimbursement of expenses in the event of a breach of contractual and non-contractual obligations in accordance with the statutory provisions of the law applicable under § 15 section 2 of these GPC, unless deviated from in these GPC or in the respective individual contract.
2. If the Supplier is responsible for product damage, the Supplier must indemnify Jokey or the respective Jokey Group Company against third-party claims to the extent that the cause lies within its sphere of control and organisation, and it is itself liable in relation to third parties. The statutory liability of the Supplier for defective Delivery Items in accordance with the law applicable pursuant to § 15 section 2 of these GPC shall remain unaffected. Delivery Items shall be deemed defective if they do not offer the safety that can be reasonably expected taking into account all circumstances, in particular their presentation and the use that can be reasonably expected, and if someone is killed, their body or health is injured or another item is damaged as a result.
3. The Supplier is further obliged to indemnify Jokey or the respective Jokey Group Company against all claims asserted by third parties against Jokey or the respective Jokey Group Company because the Supplier is in breach with its obligation under § 7 section 3 of these GPC. In the event of claims for damages by the third party, the Supplier reserves the right to prove that it is not responsible for the infringement of the third party's rights.
4. As part of its obligation to indemnify and its liability for culpable defects, the Supplier shall also reimburse the expenses arising from or in connection with claims asserted by third parties, including recall actions carried out by Jokey or the respective Jokey Group Company. Jokey or the respective Jokey Group Company shall inform the Supplier of the content and scope of recall measures - as far as possible and reasonable - and give the Supplier the opportunity to comment. Further legal claims in accordance with the applicable law pursuant to § 15 section 2 of these GPC remain unaffected.
5. The Supplier's liability within the scope of application of the German Product Liability Act remains unaffected.

§ 9 Supplier Recourse

1. Jokey or the respective Jokey Group Company shall be entitled to the statutory rights of recourse within a supply chain without restriction in addition to the claims for defects. In particular, Jokey or the respective Jokey Group Company is entitled to demand exactly the type of subsequent fulfilment (rectification or replacement delivery) from the Supplier that it owes its customer in the individual case. This shall not restrict the right of Jokey or the Jokey Group Company to choose between rectification of the defect or delivery of a new defect-free Delivery Item in accordance with § 7 section 5 of these GPC. Insofar as the law applicable in accordance with § 15 section 2 of these GPC does not provide for any statutory rights of recourse within the supply chain, Jokey or the respective Jokey Group Company shall be entitled to demand compensation from the Supplier for the expenses incurred by Jokey or the respective Jokey Group Company in relation to its customer, such as in particular transport, travel, labour and material costs, expenses for the removal of the defective Delivery Item and the installation or fitting of the repaired or delivered defect-free Delivery Item.
2. Before Jokey or the respective Jokey Group Company recognises or fulfils a claim for defects asserted by its customer, including reimbursement of expenses, Jokey or the respective Jokey Group Company shall notify the Supplier and request a written statement, briefly explaining the facts of the case. If a substantiated statement is not made within a reasonable period of time and no amicable solution is reached, the claim for defects actually granted by Jokey or the respective Jokey Group Company shall be deemed to be owed to its customer. In this case, the Supplier shall be responsible for providing evidence to the contrary.
3. The claims arising from Supplier recourse by Jokey or the respective Jokey Group Company shall also apply if the defective Delivery Item has been further processed by Jokey or a Jokey Group Company or another entrepreneur, e.g. by installation in another product.

§ 10 Statute of Limitations

1. The reciprocal claims of the respective contracting parties to the individual contract shall become statute-barred in accordance with the statutory provisions under the law applicable pursuant to § 15 section 2 of these GPC, unless otherwise stipulated in the following.
2. The general limitation period for claims for defects is 3 years from the transfer of risk or from acceptance. The 3-year limitation period shall also apply accordingly to claims arising from defects in title, whereby the statutory limitation period for third-party claims for restitution in rem in accordance with the applicable law pursuant to § 15 section 2 of these GPC shall remain unaffected; furthermore, claims arising from defects in title shall in no case become time-barred as long as the third party can still assert the right - in particular in the absence of a limitation period - against Jokey or the respective Jokey Group Company.

§ 11 Insurance

1. The Supplier must maintain business and product liability insurance with an appropriate coverage, which must, however, be at least EUR 5 million for personal injury and property damage as well as financial losses. In the case of financial losses, also losses must be covered which are due to the further processing of the Delivery Items, such as in particular the costs of dismantling and installation as well as costs due to the combining or mixing of the Delivery Items with other products, costs of repairing the delivered part in its installed state and testing and sorting costs.
2. If possible, on the Supplier's local insurance market, the Supplier must also maintain a recall cost insurance with a coverage of at least EUR 5 million for costs arising from a recall.
3. The insurance policies must remain in force for at least as long as Jokey or the respective Jokey Group Company can still assert claims for defects and indemnification, damages, and reimbursement of expenses against the Supplier in accordance with the respective individual contract(s) concluded under these GPC.
4. The Supplier is obliged to provide Jokey or the respective Jokey Group Company with a copy of the relevant insurance policies immediately and free of charge at the request of Jokey or the respective Jokey Group Company.
5. The provisions of this § 11 shall not affect any further claims of Jokey or the respective Jokey Group Company, including those that exceed the respective amounts of coverage of the insurance policies.

§ 12 Compliance

1. The Supplier undertakes to comply with the laws applicable to it for the protection of the environment and to document this compliance appropriately. He is also obliged to comply with the statutory regulations on occupational safety and accident prevention applicable to him.
2. Jokey expressly refers to the „Jokey Supplier Ethical Code“ („JSEC“), which is available at

https://sustainability.jokey.com/wp-content/uploads/Jokey_Sustainability_Supplier_Ethical_Code_DE_241015.pdf

The Supplier undertakes to comply with the JSEC in the version applicable at the time of the respective order.

§ 13 REACH Regulation

1. If the Supplier delivers Delivery Items to the EU or the EEA that fall under Regulation (EC) No. 1907/2006 (REACH Regulation), these Delivery Items must fulfil all requirements of the REACH Regulation. In particular, the Delivery Items must be registered, evaluated, and authorised in accordance with the REACH Regulation, so that Jokey or the respective Jokey Group Company is only a downstream user within the meaning of the REACH Regulation, but not an importer.
2. In particular, the Supplier is also obliged to provide Jokey or the respective Jokey Group Company with all necessary information on the substances contained in the products, including safety data sheets and information on substances of very high concern (SVHC).

§ 14

Securing Ownership and Retention of Title

1. Insofar as Jokey or the respective Jokey Group Company is obliged to provide items such as parts, materials, substances, products (hereinafter „Provided Goods“ or tools or models (hereinafter „Jokey tools“) in accordance with the respective individual contract concluded, these Provided Goods or Jokey Tools shall remain the property of Jokey or the respective Jokey Group Company that provides them. Provided Goods and Jokey Tools may only be used for the fulfilment of the respective individual contract(s) for which they were provided.
2. The Supplier shall mark the Provided Goods and the Jokey Tools as the property of Jokey or the respective Jokey Group Company, store them carefully, insure them at its own expense against fire, water and theft and use them only for the purposes of the respective individual contract(s) for which they were provided.
3. If the Supplier processes, mixes or combines (hereinafter referred to as „further processing“) the Provided Goods to fulfil the respective individual contract, this shall be done for Jokey or the respective Jokey Group Company that provided the Provided Goods. If the Provided Goods are processed, combined or mixed with items of third parties, and if the ownership of the third parties remains in these processes, Jokey or the respective Jokey Group Company shall acquire co-ownership of the newly created item in proportion to the value of the Provided Goods concerned. In any case, the Supplier shall safeguard the sole ownership or co-ownership of Jokey or the respective Jokey Group Company for Jokey or the respective Jokey Group Company.
4. The Supplier shall conduct maintenance and servicing work on Jokey Tools in accordance with the respective instructions for use at its own expense and in good time. Jokey or the respective Jokey Group Company must be notified without undue delay of any malfunctions. This immediate notification is a contractual duty and not only an obligation duty. A breach of this notification duty therefore constitutes a breach of duty for which the Supplier is liable in accordance with § 8 of these GPC.
5. The Supplier is obliged to keep all Jokey Tools, illustrations, drawings, calculations, data for the preparation of reproductions and other documents provided by Jokey or the respective Jokey Group Company strictly confidential. They may only be disclosed to third parties with the express written consent of Jokey or the respective Jokey Group Company. The confidentiality obligation shall continue to apply even after the respective individual contract has been processed or the business relationship has ended. It shall expire if and to the extent that the manufacturing knowledge contained in the Jokey Tools, illustrations, drawings, calculations and other documents provided has become generally known without the Supplier having disclosed this information. The Supplier must return all Jokey Tools, parts and documents received to Jokey at its own expense immediately after fulfilment of the respective individual contract at the latest. The Supplier may not retain any copies or duplicates thereof.

§ 15

Place of Jurisdiction - Place of Fulfilment - Final Provisions

1. The place of fulfilment and exclusive place of jurisdiction for deliveries and payments (including actions on cheques) as well as all disputes arising between the parties from the respective individual contracts concluded between them shall be the registered office of Jokey or the respective Jokey Group Company, insofar as the Supplier is a merchant within the meaning of the German Commercial Code (HGB). Jokey or the respective Jokey Group Company shall also be entitled to sue the Supplier at the court of his place of residence.
2. In addition to these GPC, the relationship between the contracting parties shall be governed exclusively by the law of the country in which Jokey or the respective Jokey Group Company, depending on who is the Supplier's contractual partner, has its registered office. The UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.