

Bindfadenhaus en gros Gustav Scharnau GmbH
General Terms and Conditions
- Purchase -

SECTION I: GELTUNGSBEREICH, ALLGEMEINES

§ 1 General, scope of application

1. The following General Terms and Conditions of Purchase (hereinafter referred to as "GTC-P") shall apply to all business relationships between us and manufacturers, dealers and contractors (hereinafter uniformly referred to as "Suppliers"), which relate to the purchase of goods and the procurement of services of any kind by us from the Supplier. In particular, they also apply to contracts relating to the delivery of movable goods to be manufactured or produced; in this respect, express reference is made to § 650 (1) BGB. Furthermore, in case of doubt, the term "goods" also refers to other services purchased from the supplier. In this context, these GTC-P also apply in particular to future contracts and contracts concluded verbally within the scope of the business relationship, even if this is not expressly agreed again. The version of these GTC-P valid at the time of conclusion of the respective contract shall apply. The fulfilment of the order by the supplier shall be deemed to constitute acceptance of the validity of these GTC-P.
2. Deviating, conflicting or supplementary general terms and conditions (also insofar as they do not contradict these GTC-P), in particular the supplier's terms and conditions of sale, delivery and payment, shall not become part of the contract, even if we are aware of them, unless we expressly agree to their validity in writing by means of a separate individual agreement. These GTC-P shall also apply if we accept the service without reservation in the knowledge that the supplier's terms and conditions conflict with or deviate from our terms and conditions.

§ 2 Ineffective or incomplete regulations

Should individual provisions of the contracts concluded with the suppliers, including their annexes and the provisions of these GTC-P, be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. The wholly or partially invalid provision shall be replaced by a provision which the parties would have agreed in good faith, taking into account customary practice as well as the meaning and purpose and the economic result of the invalid provision, had they recognised the invalidity of the provisions from the outset. The same applies to any unplanned regulatory gaps.

§ 3 Written form requirement

1. Legally relevant declarations and notifications which the supplier has to make to us or to a third party within the framework of the business relationship subject to these GTC-P must be made in writing, which in this sense, however, is satisfied by the transmission of an e-mail. E-mails to us are to be sent to the address einkauf@scharnau.de, unless the supplier is expressly given a different address for this purpose.
2. Verbal declarations or promises made by our sales staff and sales representatives or other auxiliary persons require our written confirmation to be effective.

§ 4 Assignment, right of retention, offsetting

1. Claims against us may only be assigned or pledged with our written consent. This also applies in particular to contractual pledges of our claims against our customers as part of an extended reservation of title.
2. We shall be entitled to rights of set-off and retention to the extent permitted by law. In particular, we shall be entitled to set off our claims against the supplier against payment claims of the supplier. The assertion of these rights shall not affect any right to a discount that exists with regard to a payment that has been justifiably withheld or with regard to a payment claim of the supplier against which we justifiably offset our own claims.

§ 5 Applicable law, place of jurisdiction

1. The business relations between us and the suppliers subject to the scope of application of these GTC-P, in particular the contractual and other legal relationships established in connection with the supplier, as well as any disputes arising in connection with these, shall be governed exclusively by the law of the Federal Republic of Germany to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
2. The exclusive place of jurisdiction for all disputes in connection with the contracts and business relationships subject to the scope of these GTC-P is the court responsible for our registered office.

§ 6 Order, conclusion of contract

1. Unless expressly agreed otherwise in individual cases, our offer to conclude a supply contract (hereinafter referred to as order) must be made at least in text form in order to be valid.
2. The scope and content of an order shall be determined solely by our order. Deviations, collateral agreements and supplements must be expressly emphasised in writing by the supplier in the order confirmation. Such deviations, ancillary agreements and additions shall only become effective if they are confirmed by us in writing.
3. Our order must be accepted in writing within a period of eight (8) days from the order date, unless a different deadline is set in the order. The receipt of the supplier's declaration of acceptance by us shall be decisive for compliance with the deadline. We shall no longer be bound by our order after expiry of the above deadline or the deadline stated in the order. We therefore expressly do not waive the declaration of acceptance of our order by the supplier in accordance with § 151 BGB.
4. No separate remuneration shall be granted for the preparation of offers, planning, sending of samples and the like. Subject to special agreements in individual cases, the supplier shall not be entitled to any reimbursement of costs incurred in this respect.

§ 7 Prices and terms of payment

1. The price stated in our order accepted by the supplier is binding and, in case of doubt, includes the statutory value added tax applicable at the time the order is placed. The supplier is obliged to deliver "DPU" in accordance with Incoterms 2020 ("Delivered at Place Unloaded") (see also the provisions on the transfer of risk below under § 13 of these GTC-P), i.e. the price includes the packaging and shipping or transport costs including any loading costs, unless expressly agreed otherwise in individual cases.
2. Payment shall be made within 30 days of receipt in accordance with the contract and, if necessary, acceptance of the goods and receipt of the proper invoice by us. Deliveries received before the agreed delivery date shall be deemed to have been received on the agreed date.
3. In the event of faulty or defective delivery or (other) performance, we shall be entitled to withhold payment pro rata until proper fulfilment.
4. In the event of payment within fourteen (14) days of delivery or performance in accordance with the contract or receipt of the invoice, whichever occurs later, we shall be entitled to deduct a 2% discount from the invoice amount.

§ 8 Quality of the goods and their delivery and deviations in this respect

1. Specifications relating to the ordered goods and their manufacture, which were part of our order or will become part of our order after its placement on the basis of a corresponding agreement with the supplier, in particular those relating to product properties, manufacturing methods and processes, documentation, storage, packaging, transport, are part of the requirements for the owed quality of the goods to be delivered by the supplier on the basis of an order and must therefore be strictly complied with. The supplier is not authorised to change the goods owed - in accordance with the above, including the manufacturing processes and the storage, packaging and transport of the respective goods - without our express consent; this also applies if it is not to be expected that the changes will have an impact on the suitability of the goods for their intended use.
2. Without prejudice to the warranty rights to which we are entitled in addition or beyond (see also below under § 15 of these GTC-P), the Supplier warrants that it will only deliver goods for the fulfilment of an order that have the agreed quality. If the supplier discovers that the quality of goods intended for delivery to fulfil an order deviates from the quality owed, the supplier must withhold these goods until it has received a decision from us, at least in text form, on how to deal with the goods in question and any subsequent productions of the same. The supplier must either regularly remove defective goods from production, sort them, repair them or scrap them in accordance with our specifications.
 - Scrapping requires the goods in question to be rendered permanently unusable, for which documentation must be prepared by the supplier.
 - Insofar as we declare our consent to a modification of the goods corresponding to the deviation from the owed characteristics, the goods concerned must nevertheless be labelled separately and packaging units must contain corresponding information. Upon delivery of the goods concerned, the supplier must indicate our consent in this respect and enclose a copy of our declaration of consent with the delivery.

Neither the acceptance of goods which deviate from the quality owed nor our consent to such a deviation shall constitute a loss of (in particular warranty) rights which we have incurred as a result of the deviation, nor a waiver in this respect on our part.

If we do not agree to a change in the goods concerned corresponding to the deviation from the quality owed, the supplier must also take suitable measures to remedy the deviations and prevent their recurrence.

3. If the supplier is not given any special instructions with regard to the packaging of goods, it must protect the goods to be delivered at its own discretion and at its own responsibility against damage, corrosion, adverse external effects (such as penetration of foreign bodies, significant vibrations, moisture) or confusion/mixing of batches or other hazards by means of appropriate and suitable packaging. The goods and/or their transport containers must be labelled in such a way that they can be clearly identified and assigned and confusion or mixing with other goods is avoided. If such labelling applies to the goods in question, expiry dates and storage and use periods must be clearly documented on the packaging. Any (administrative) technical accompanying documents to be enclosed on the basis of the relevant technical, legal and industry-specific standards or corresponding specifications on our part must be supplied in each case; a delivery shall only be deemed to have been received by us in full when the accompanying documents owed accordingly have also been received by us in full.

§ 9 Delivery dates and deadlines

1. Agreed performance and delivery dates, in particular also delivery periods determined by the acceptance of an order in accordance with these GTC-P, are binding. Unless expressly agreed otherwise, agreed delivery periods shall commence on the date of receipt of the order. The date of receipt of the goods by us shall be decisive for the fulfilment of deadlines and delivery periods.
2. If the delivery is not made on the agreed delivery date or within the period specified for this purpose, we may - insofar as this is prescribed by law, after the fruitless expiry of a reasonable grace period - withdraw from the contract and, insofar as the supplier is responsible for the late delivery, demand compensation for non-performance instead of performance. In such cases, we shall only have no right of cancellation if we are responsible for the late delivery or if we are in default of acceptance and the supplier is not responsible for the late delivery. If collection of the goods from the supplier has been agreed, the supplier must make the goods available, taking into account the usual times for loading and dispatch, and inform us immediately in writing that the goods have been made available.
3. If circumstances arise or become apparent which indicate that the supplier will not be able to fulfil its delivery obligations in whole or in part or in good time, the supplier shall be obliged to inform us of this in writing without delay, stating the reasons and, if applicable, the expected duration of the impediment to performance. If the supplier fails to notify us, it may not invoke the impediment against us. Our rights due to delay in performance and/or non-compliance with agreed delivery dates or deadlines shall remain unaffected by this duty to inform and its fulfilment.

§ 10 Place of fulfilment

Unless otherwise stipulated in the contract, the place of fulfilment and payment shall be our registered office.

§ 11 Delay in delivery, contractual penalty, impossibility

1. If the supplier is in default with the delivery of the goods or part of the goods and is responsible for this, we shall be entitled to demand a contractual penalty of 0.2% of the delivery value of the goods not delivered on time for each calendar day or part thereof on which the supplier is in default, up to a maximum of 5% of the total value of the order concerned. The assertion of additional or further statutory rights to which we are entitled due to delay in performance, in particular cancellation of the contract and further claims for damages, shall remain unaffected by this.
2. Acceptance of the delayed delivery or other service does not constitute a waiver of the contractual penalty; a declaration of reservation by us upon acceptance of the goods, in accordance with § 341 para. 3 BGB, is not required. However, we can only claim the contractual penalty up to the final payment.
3. If the delivery or service is or becomes impossible for the supplier for reasons for which the supplier is responsible, the statutory provisions shall apply.

§ 12 Resignation

1. In the event of force majeure or other unforeseeable circumstances which lead to a significant, not only short-term disruption of our operations for which we are not responsible, such as war, unrest, lockout, strike, power failure or official measures for which we are not responsible, general disruptions to telecommunications and data networks, we shall be entitled to withdraw from the contract. The same applies if the supplier is unable to meet the delivery date or the delivery period due to force majeure events and no agreement is reached with us on a new delivery date.
2. In addition to the statutory grounds for cancellation, we are also entitled to withdraw from the contract in particular if insolvency proceedings are opened against the supplier's assets or the opening of insolvency proceedings against the supplier's assets is rejected for lack of assets, unless the contract in question is a long-term supply contract in respect of which the insolvency administrator has a right of choice pursuant to § 103 of the German Insolvency Code (InsO) or the opening of insolvency proceedings or their rejection or the circumstances on which they are based do not increase our legitimate interests, in particular with regard to the fulfilment of our obligations towards the supplier. § 103 of the German Insolvency Code (InsO), or the opening of insolvency proceedings or their rejection or the underlying circumstances in each case do not entail any increase in risk for our legitimate interests, in particular with regard to the fulfilment of our performance and warranty obligations to our customers.

§ 13 Transfer of risk

1. Unless expressly agreed otherwise, the supplier shall be obliged to deliver "DPU" in accordance with Incoterms 2020, whereby the risk shall pass upon receipt of the goods and their unloading at our premises or at the different place of delivery agreed in individual cases, if applicable.
2. In the case of delivery with installation or assembly or the delivery of other services, the risk shall pass to us upon acceptance.

§ 14 Inspection and notification of defects

1. We shall endeavour to inspect incoming deliveries as soon as possible in the ordinary course of business and to notify the supplier immediately of any defects found. The respective goods shall be deemed to have been inspected without delay if they are inspected within five (5) working days of their receipt by us. Defects shall be deemed to have been notified without delay if the notification of obvious defects is received by the supplier within fourteen (14) days of receipt of the goods and that of other defects within fourteen (14) days of their discovery.
2. In the event that the delivered goods do not have the warranted characteristics or do not have the same quality as the goods sampled, the supplier waives the defence of late notification of defects.

§ 15 Warranty and liability

1. The supplier guarantees the deliveries and services in the agreed quantity and quality and free of defects. Insofar as no agreements have been made in this respect, the supplier's descriptions of the goods published by the supplier or communicated to us, in particular with regard to the composition, properties, values and data of the goods as well as the generally recognised rules of technology and the suitability for the use assumed when the order was placed, shall be decisive for the quality of the goods ordered. The general state of the art to be guaranteed includes compliance with the relevant DIN and DIN ISO standards. If our order was preceded by the sampling of a product sample, the supplier guarantees in particular that the delivered goods have the same properties, values and data of the sampled material. If the goods have a limited shelf life, if their processability is limited in time and/or technically and/or if special requirements have to be met with regard to their storability, the supplier must inform us of this in advance, specifically stating the relevant restrictions and requirements, as well as on delivery in the respective delivery notes with reference to the relevant batch number. In cases of limited shelf life or storage and/or processing capability of the goods, the Supplier warrants that the goods still have at least 80% of their original shelf life, processing capability or storage capability at the time of the transfer of risk or, if this corresponds to a longer period, a remaining shelf life, processing capability or storage capability of at least twelve (12) months since the transfer of risk, unless otherwise agreed.
2. The goods shall only be deemed to be free from defects of title if the goods comply with the relevant statutory provisions and other provisions of supervisory authorities, professional associations or other institutions applicable in Germany at the time of delivery and if no laws and statutory provisions are violated by the intended and customary trade with the goods or by the intended processing of the goods alone. Furthermore, the goods shall only be free from defects of title if their intended use, processing and/or resale alone does not infringe any rights of third parties, in particular no industrial property rights such as copyrights, patent rights, trademark rights or design rights, and the goods are not subject to any other rights of third parties, in particular no extended or prolonged retention of title of third parties.
3. The supplier shall be liable to us for any damage caused by it or its vicarious agents in full and for any degree of fault in accordance with the statutory provisions. We expressly object to any restrictions to our statutory warranty, cancellation and compensation claims and rights. In particular, in the event of a defective delivery or service, we shall be entitled to demand that the supplier either rectify the defect or deliver a defect-free item in accordance with the statutory provisions. We expressly reserve the right to assert the right to subsequent fulfilment, withdrawal, reduction, compensation for damages, also compensation for damages instead of performance and/or the reimbursement of futile expenses for every degree of fault in the full amount in accordance with the statutory provisions.
4. We shall be entitled to remedy the defect ourselves or through third parties at the supplier's expense if the supplier does not respond immediately to a request to remedy the defect or if the remedy of the defect is so urgent to prevent further considerable disadvantages, in particular also with regard to our obligations and duties towards our customers, that it is unreasonable for us to inform the supplier - if required by law - of the defect and the impending disadvantages and to set him a deadline for remedy. In this respect, we are entitled in particular to make covering purchases and to acquire the rights and/or authorisations required for the intended use and application of the goods at the supplier's expense.
5. Within the scope of the above provisions, the supplier shall be obliged to compensate us for any damage incurred due to a defect in the delivered goods, in particular also consequential damage. In this respect, the supplier shall indemnify us in particular from any claims of our customers, in particular also from claims for damages, upon first request, insofar as these are asserted against us due to a defect in the goods. In this respect, the supplier shall also indemnify us in particular against all third-party claims asserted against us due to a defect which has its cause in the supplier's sphere of control and organisation.
6. Unless otherwise expressly agreed, the supplier shall bear the risk for transport and cargo damage (see also the provision on the transfer of risk above under § 13 of these GTC-P).
7. If the supplier is not in a position to deliver the goods free of defects, we shall be entitled - without prejudice to our additional and/or further statutory rights - to demand that the supplier deliver goods of at least equivalent quality. This shall also apply in particular if the supplier is not the manufacturer and the replacement delivery is associated with not inconsiderable additional costs for the supplier, provided that this is not disproportionate in view of the value of the goods in defect-free condition, the significance of the defect and any existing equivalent subsequent fulfilment options.
8. The provisions of the German Civil Code shall apply to the limitation periods for our claims for defects, warranty and damages, with the proviso that our claims shall not expire before 36 months have elapsed since the transfer of risk of the goods concerned.
9. In the event that the supplier is not the manufacturer, he is obliged to expressly inform us in writing at the latest upon conclusion of the contract that he is not the manufacturer, but merely a dealer. If the supplier fails to make this notification, it may not invoke the fact that it is merely a dealer and not a manufacturer in the event of the assertion of warranty claims, in particular claims for damages. Rather, the supplier shall be liable in such cases as if it were the manufacturer. This shall only not apply if it was obvious at the time of ordering that the supplier was not the manufacturer or if we were already aware of this at the time of ordering. The supplier, who is not the manufacturer, is obliged to notify the manufacturer or his sub-supplier of any recourse claims to which he is entitled immediately after we have asserted warranty claims and to assign these recourse claims to us on account of fulfilment. He must also notify the manufacturer or upstream supplier of this assignment without delay. Irrespective of this, the supplier's own obligation towards us shall remain in force until our warranty claims have been fulfilled.

§ 16 Product liability of the supplier

1. Insofar as the supplier is liable under the Product Liability Act (ProdHaftG) due to a defect in the goods, he shall be obliged to compensate the injured party for the damage caused by the defect in the goods in accordance with the Product Liability Act. The supplier shall indemnify us on first demand against any claims for damages by third parties in this respect, insofar as the cause of the defect in the goods originates from the supplier's sphere of control and organisation and the supplier itself is liable in relation to third parties.
2. The supplier must maintain product liability insurance with sufficient cover, unless the supplier's status as a manufacturer within the meaning of § 4 ProdHaftG can be excluded. Upon request, the supplier shall provide us with evidence of the conclusion of a corresponding insurance policy owed thereunder.

§ 17 Secrecy

1. Notwithstanding the exceptions set out below, the supplier undertakes to keep secret all information which is disclosed or otherwise becomes known to it on the basis of or in connection with the business relationship existing with us and which is designated as confidential by or for us or in respect of which a legitimate interest on our part in its non-disclosure can be assumed on the basis of its connection to our company, operations and/or our economic circumstances, not to use it for its own purposes outside the business relationship with us or for the purposes of third parties and not to pass it on to third parties or disclose it to them or make it accessible to them in any other way. Confidential information in this sense includes information about sales, earnings, customers, conditions (including those of contracts concluded by us with suppliers and customers), market strategies, calculations, manufacturing and production methods and processes, technical drawings, models, templates, samples, formulations and compositions of products, sources of supply and development projects on our part. Duplication is only permitted to the extent required for operational purposes and within the scope of copyright or other industrial property rights. We are also obliged to treat recognisably confidential operational and business information of the supplier confidentially and to protect it from unauthorised access by third parties.
2. This obligation of confidentiality does not apply to information in respect of which it can be demonstrated that it is
 - a) were already known to the recipient at the time of transmission or disclosure without an obligation to keep them confidential or were already known to the public,
 - b) became publicly known or was disclosed by a third party after the time of its transmission or disclosure without any action on the part of the recipient, in the latter case provided that the information became known to and was disclosed by the third party without breach of a contractual or legal obligation of confidentialityor
 - c) must be disclosed due to legal or official regulations or a court order; the parties will inform each other as soon as they become aware of a corresponding obligation.
3. To the extent that a transfer or disclosure of confidential information in the aforementioned sense is necessary for the agreed fulfilment of the contract or to achieve the purpose of the contract, the parties shall oblige the respective recipient of the information to maintain confidentiality accordingly.
4. The obligation of confidentiality shall continue to apply after termination of the contract.

SECTION III: SPECIAL PROVISIONS FOR ORDERS OF GOODS FOR THE MANUFACTURE OF AEROSPACE PRODUCTS

The following provisions of this section shall apply to all orders relating to the purchase of goods which we procure for the manufacture of products which are intended for use, utilisation or processing in the aerospace industry ("L&R") by our customer - regardless of whether by the customer itself or its customers or clients. This shall only not apply insofar as the supplier was not made aware of this fact at the latest at the time of placing the respective order and was not otherwise aware of it through no fault of his own.

In this respect, the provisions of this section shall apply in addition to the above provisions of Sections I. and II. of these GTC-P, the validity of which shall remain unaffected by the application of the provisions of this section; only to the extent that the provisions of this section deviate from the provisions of the above Sections I and II shall the provisions of this Section III. take precedence over those provisions in their scope of application.

§ 18 Qualification, authorisations, quality assurance

1. The supplier warrants that he - including his employees involved in the execution of an order and any vicarious agents - has all valid registrations, authorisations and certifications required by relevant laws and standards for the execution of the order and shall provide us with proof thereof upon commencement of the business relationship.
If the supplier or one of its employees involved in the execution of the order loses a registration, authorisation or certification required in this respect before the execution of an order has been completed, we shall be entitled to withdraw from the relevant contract without setting a grace period, unless the person concerned can be replaced without further ado, i.e. in particular without detrimental effects on the dutiful execution of the order, by a person who has all the registrations, authorisations and certifications required in this respect. We are always entitled to demand compensation from the supplier for any disadvantages we suffer as a result of the supplier's loss of registration, authorisation or certification. Any additional or further rights to which we are entitled in such cases shall remain unaffected.
2. The supplier further warrants that it is aware of all relevant technical, legal and industry-specific standards (e.g. DIN, EN, ISO, aviation-specific requirements) and that it will observe and comply with these when executing the order and fulfilling all obligations incumbent on it in this respect.
3. The supplier is obliged to introduce and maintain a quality management system ("QMS") in accordance with industry-specific standards (e.g. EN 9100/EN 9120).

§ 19 Documentation and storage and archiving obligations

1. The supplier is obliged to prepare suitable documentation, test and verification samples with regard to the QMS to be introduced and maintained by him and to keep records of training, qualifications and reviews.
2. The supplier must ensure that the materials which it processes or has processed for the manufacture of the goods to be supplied by it on the basis of the order are traceable on the basis of certificates (such as material certificates, batch and serial numbers, traceability protocols, manufacturer and supplier certificates). Any relevant statutory or normative requirements in this respect shall remain unaffected and must be observed and complied with by the supplier without restriction.
3. The supplier shall document corrective and preventive measures which the supplier initiates after detecting deviations of goods from the respective owed properties in order to correct such deviations and prevent their recurrence.

4. For documentation, samples, records, certificates and vouchers relating to components for aerospace equipment to be dutifully prepared, obtained or maintained, the retention periods in the aerospace industry shall be at least 25 (twenty-five) years. After expiry of this retention period, the supplier must first request our release of the relevant documents and data for destruction.

§ 20 Review and control of the supplier

1. In order to verify the fulfilment of the supplier's duties and obligations in this respect, we shall be entitled at any time to request the supplier to submit the documentation, samples, records, certificates and vouchers to be prepared, obtained or maintained by the supplier in the appropriate and reasonable form in each case.
2. We are further entitled to inspect the existence and implementation of a dutiful QMS as well as compliance with the relevant aforementioned statutory, official, technical and industry standards up to once per calendar month or, if the business relationship with the Supplier does not last for a period of one calendar month, once per order at the Supplier's relevant business premises and, if necessary and if the Supplier is located at a different location than the relevant business premises, also at the Supplier's place of business. For this purpose, the Supplier shall grant us access to all operating and production equipment and facilities used for the execution of the relevant order(s) as well as relevant applicable and created, obtained or maintained specifications, guidelines, regulations as well as documentation, samples, records, certificates and vouchers after prior notification within normal business hours.
Such audits may also be carried out together with our respective customer and the responsible aviation authority. Disruptions to the supplier's operating processes as a result of such inspections or audits must be kept to a minimum.

§ 21 Inspection, control and notification obligations of the supplier

1. The supplier is obliged to check the materials which he processes or otherwise uses for the manufacture of the goods to be supplied by him on the basis of an order to determine whether they contain substances to which the so-called REACH Regulation (Regulation (EC) No. 1907/2006) applies and to provide us with a notification of the ingredients in accordance with the REACH Regulation.
2. If the goods delivered by the supplier contain hazardous substances, the supplier is obliged to supply a safety data sheet with the first deliveries. If the supplier subsequently makes changes to the content of the safety data sheet, the current safety data sheet must be supplied again with the next delivery of the goods concerned or otherwise sent to us by then. If the supplier or one of its employees involved in the execution of the order loses a registration, authorisation or certification which is required for the execution of the order due to relevant laws and standards, the supplier must inform us of this immediately.
3. If the supplier discovers that properties of goods, regardless of whether they are still intended for delivery or have already been delivered to us, deviate from the properties owed (see also § 21 clause 1 below), the supplier must always notify us immediately and obtain our decision on how to deal with the goods concerned and any subsequent productions thereof. This shall also apply if the goods in question have already been accepted by us or have remained without a corresponding notice of defects on our part.