

Purchasing Conditions

Last update: 20.08.2025

1. Applicable Conditions

1. The legal relationships between Suppliers and BING are governed by these Terms and Conditions and any other agreements.
2. All orders for goods or services ("Contract Items") from BING are made exclusively in accordance with these Terms and Conditions of Purchase, unless otherwise expressly agreed in detail.
3. General terms and conditions (e.g. terms and conditions of sale) of the supplier do not become part of the contract even if BING does not expressly contradict them in the individual case. The supplier's general terms and conditions shall only become part of the contract if this has been expressly agreed in writing between BING and the supplier.
4. In addition, the following documents apply to all orders from BING, in the version current at the time of conclusion of the contract (available at <https://www.bingpower.de/en/b2b-en/>)
 - Non-Disclosure Agreement
 - Purchase
 - Supplier guideline
 - Supplier self-disclosure
 - Supplier Code of Conduct
 - ESG Sustainability Requirements
 - Quality Assurance Agreement
5. Changes and additions must be made in writing. The unconditional acceptance of goods or services (hereinafter referred to collectively as "goods" or "deliverables") by BING or the undisputed payment of payments by BING does not in any case imply acceptance of the Supplier's general terms and conditions.

2. Order

1. Supply contracts (order and acceptance) and delivery call-offs as well as changes and additions must be made in writing. Delivery call-offs can also be made by remote data transmission.
2. If the Supplier does not accept the order within two weeks of receipt, BING shall be entitled to revoke the order. Delivery call-offs become binding at the latest if the supplier does not object to writing within two weeks of receipt.
3. BING may demand changes to the design and execution of the delivery item within the scope of what is reasonable for the supplier. In this context, the effects, regarding additional and reduced costs as well as delivery dates, must be regulated appropriately by mutual agreement.

3. Payment/Prices

1. The agreed prices are fixed prices. They are always exclusive of the statutory value added tax (if applicable). Payments are made in the single European currency (euro). Special regulations in other currencies must be agreed in writing with the contractual partner. The agreed prices fully cover all work, services and expenses of the Supplier in connection with an order, in particular the transfer of IP rights and the granting of rights of use or licenses.
2. Unless otherwise agreed, the prices are DDP, agreed place of delivery, INCOTERMS 2020.
3. Payments are made by bank transfer.
4. Payment shall only be due after receipt of goods in accordance with the contract and full receipt of the proper verifiable documents. Unless otherwise agreed, payment shall be made 14 days after receipt of the invoice and goods with a 3% discount or 30 days net. In the event of acceptance of early delivery, the due date is based on the agreed delivery date.
5. The weights or quantities determined at the unloading point shall be decisive for the calculation and payment of deliveries. In the event of defective delivery, BING is entitled to withhold payment on a pro rata basis until proper fulfilment. Designs, drawings and samples are only paid for if a written agreement has been made in advance.
6. The Supplier shall not be entitled to assign its claims or have them collected by third parties without the prior written consent of BING, which may not be unreasonably withheld. In the event of an extended retention of title, consent shall be deemed to have been granted. If the Supplier assigns its claims against BING to a third party without the consent of BING, contrary to sentence 1, the assignment shall nevertheless be effective. However, BING may, on its own discretion, make payments to the supplier or the third party with a discharge effect.

7. The Supplier shall only be entitled to offset against BING's claims or to assert a right of retention if and to the extent that its claim is undisputed or its counterclaim has been legally established. BING shall also be entitled to offset Supplier's claims against counterclaims.

4. Notification of defects

BING must immediately notify the Supplier in writing of defects in the delivery as soon as they are discovered in accordance with the conditions of proper business processes. In this respect, the supplier waives the objection of late notification of defects.

All products are tested exclusively at the supplier's premises. BING only tests the products on delivery according to a certain statistical procedure, according to the type of goods and for externally recognizable damage.

5. Confidentiality, Data protection

1. The contracting parties undertake to treat all non-obvious commercial and technical details that become known to them through business relationships as trade secrets.
2. Drawings, models, templates, samples, data carriers, tools, molds, production equipment and similar objects may not be made available to unauthorized third parties or otherwise made accessible. The reproduction of such objects is only permitted within the framework of operational requirements and copyright regulations.
3. Subcontractors are to be obliged accordingly.
4. The contracting parties may only advertise with their business relationship with prior written consent.
5. Information on data protection at BING can be found here:
<https://www.bingpower.de/en/privacy-policy/>

6. Inventions

If, in the course of the legal relationship between the Supplier and BING, in particular in the case of development services, inventions that are protectable are made by the Supplier, the Supplier hereby grants BING a free, free, transferable and unlimited right of use to these inventions.

7. Delivery dates and deadlines

1. Agreed dates are FIXED DATES. Deadlines must be met accordingly. The decisive factor for compliance with the delivery date or the delivery period is the receipt of the goods by BING. If delivery "free of charge" has not been agreed, the supplier must make the goods available in good times, taking into account the usual time for loading and shipping.
2. The unconditional acceptance of a late delivery does not mean a waiver of the assertion of claims for damages or contractual penalties.
3. In the event of delivery before the agreed date, BING reserves the right to return the goods at the expense and risk of the supplier. If the customer does not make use of his right of return in the event of early delivery, the goods shall be stored at BING at the expense and risk of the supplier until the agreed delivery date. This also applies to overdelivered goods in the case of over deliveries. BING is not obliged to accept the excess delivered goods in the event of over delivery. BING will only accept partial deliveries after a written agreement.

8. Delay in delivery

1. The Supplier shall be obliged to compensate BING for the damage caused by delay. This also applies to lost profits and losses from business interruption, such as line downtime costs at BING and its customers.
2. In the case of slight negligence, compensation shall be limited to additional freight costs, retrofitting costs and, after a fruitless grace period or if interest in delivery ceases to exist, to the additional expenses cover purchases.

9. Force majeure

Force majeure, labor disputes, unrest, official measures and other unforeseeable, unavoidable and serious events release the contracting parties from their performance obligations for the duration of the disruption and to the extent of their effect. This also applies if these events occur at a time when the contractual partner concerned is in default. The contracting parties are obliged to provide the necessary information without delay within the scope of what is reasonable and to adapt their obligations to the changed circumstances in good faith.

10. Quality and documentation

1. The quality of the goods or the performance of services shall be governed by the specifications, drawings, descriptions and other documents agreed between BING and the supplier.
2. In addition, the goods or services must meet all legal and regulatory requirements.
3. The supplier must inspect all goods and services with regard to their absence of defects before goods are dispatched and document this.
4. The Supplier shall provide its services using a quality management system customary in the automotive industry at least in accordance with the requirements of the current version of DIN EN ISO 9001, shall be in possession of a corresponding certification and shall continuously develop this system in accordance with the state of the art. The aim is to further develop the quality management system towards certification in accordance with the current version of IATF 16949. In addition, the "Quality Assurance Agreement (QSV)" applies to the supplier.
5. The Supplier shall retain quality records (in particular regarding production times/batches, outgoing goods inspection and documents relevant to traceability) as well as safety and development-related records and documents for a period of at least 15 years.
6. Compliance with the following points is mandatory:
 - REACH Regulation (in the case of SVHC substances contained in the article above 0.1%, there is an obligation to inform BING as the customer, in addition, we expect the unsolicited disclosure of the dossier number(s) for the SCIP database of the European Chemicals Agency)
 - Substances listed in the GASDL may not be used
 - Substances that are listed in a specific substance ban list of all OEMs may not be used
 - If you deviate from the above points, this must be clearly communicated in the offer and a possible order confirmation to BING.
7. Upon acceptance of the contract, the supplier undertakes to provide the SCIP number in accordance with Article 9, paragraph 1(i) of the EU Waste Framework Directive (Directive (EU) 2018/851). For suppliers outside the EU, BING must provide at least the SCIP-relevant information (SVHC substance incl. CAS number, TARIC code and material category) regarding the products delivered.

11. Liability for defects

1. In the case of delivery of defective goods, BING may demand the following, provided that the respective statutory and the following requirements are met and unless otherwise agreed:
 - a) Before commencing production (machining or installation), BING must first give the suppliers the opportunity to sort out and to remedy defects or make subsequent (replacement) deliveries, unless this is unreasonable for BING. If the Supplier is unable to do this or if it does not comply immediately, BING may withdraw from the contract without further notice and return the goods at the Supplier's risk. In urgent cases, he may, after consultation with the supplier, remedy the defects himself or have it carried out by a third party. The costs incurred as a result shall be borne by the supplier. If the same goods are repeatedly delivered defectively, BING is entitled to withdraw from the scope of delivery after a written warning in the event of another defective delivery.
 - b) If, despite compliance with the obligation under Section IV (notification of defects), the defect is not discovered until after the start of production, BING may - in accordance with Section 439 (1), (3) and (4) of the German Civil Code (BGB) - claim subsequent performance and reimbursement of the transport costs required for the purpose of subsequent performance (excluding towing costs) as well as removal and installation costs (labour costs; material costs, if agreed) or reduce the purchase price.
 - c) In the event of a culpable breach of duty that goes beyond the delivery of defective goods (e.g. in the case of a duty to inform, advise or investigate), BING may demand compensation for the resulting consequential damage as well as the consequential damage reimbursed by BING to its customer in accordance with the law in accordance with Section XII. Consequential damage is the damage that BING has suffered to the legal interests other than the goods themselves as a result of the delivery of defective goods. BING only has further claims for expenses and damages due to the delivery of defective goods under Section 437 of the German Civil Code (BGB) or directly from the provisions mentioned therein if this is contractually agreed. In the case of new agreements to be concluded, Section XVIII No. 1 shall be observed.
2. The parts to be replaced by the supplier shall be made available to the supplier without delay upon request and at BING's expense.
3. Claims based on liability for defects shall become statute-barred upon expiry of 24 months from the date of delivery of the goods to the end consumer (warranty card with date of sale for each device) or the installation of spare parts, but no later than 36 months from the date of delivery to BING. The statutory limitation period applies, unless otherwise agreed.

4. Claims for defects do not arise if the defect is due to the violation of operating, maintenance and installation instructions, unsuitable or improper use, incorrect or negligent handling and natural wear and tears as well as interventions in the delivery item by BING or third parties.
5. In the event of defective deliveries, BING's claims under the Product Liability Act, tort and business without mandate remain unaffected by this Section XI. Guarantees of quality and durability must be expressly described as such in writing in detail.

12. Liability

Unless otherwise stipulated in these Terms and Conditions, the Supplier shall only be obliged to compensate BING for the damage caused directly or indirectly as a result of a defective delivery, due to violation of official safety regulations or for any other legal reasons attributable to the Supplier as follows.

1. In principle, the obligation to pay damages only exists if the supplier is at fault for the damage caused by him.
2. If BING is held liable for non-waivable law on the basis of strict liability according to third parties, the supplier shall assume responsibility vis-à-vis BING to the extent that it would also be directly liable. The principles of § 254 BGB apply mutatis mutandis to the compensation of damages between BING and the supplier. This also applies in the event of a direct claim against the supplier.
3. The obligation to pay compensation is excluded to the extent that BING has effectively limited its liability towards its customer. In doing so, BING will endeavor to agree on a limitation of liability to the extent permitted by law, including in favor of the supplier.
4. BING's claims are excluded to the extent that the damage is attributable to violations of operating, maintenance and installation instructions, unsuitable or improper use, incorrect or negligent handling, natural wear and tear or faulty repair by BING.
5. The Supplier shall be liable for measures taken by BING to avert damage (e.g. recall) to the extent that it is legally obliged.
6. BING shall inform the Supplier immediately and comprehensively and, if necessary, consult it if it wishes to make a claim against the Supplier in accordance with the above provisions. He must give the supplier the opportunity to investigate the claim. The parties will agree on the measures to be taken, especially in settlement negotiations.
7. The principles set out in Section VIII (1) shall apply mutatis mutandis if the supplier has no or insufficient insurance.

13. Intellectual Property Rights

1. The Supplier shall be liable for claims arising from the infringement of property rights and applications for industrial property rights (property rights) arising from the contractual use of the delivery items, at least one of which from the family of intellectual property rights has been published either in the Supplier's home country, by the European Patent Office or in one of the countries Germany, France, Great Britain, Austria or the USA.
2. It indemnifies BING and its customers from all claims arising from the use of such property rights.
3. This shall not apply to the extent that the Supplier has manufactured the delivery items in accordance with drawings, models or other descriptions or information provided by BING that are equivalent to these and does not know or does not need to know in connection with the products developed by BING that this infringes property rights.
4. Insofar as the Supplier is not liable in accordance with Clause 3, BING shall indemnify the Supplier against all claims by third parties.
5. The contracting parties undertake to inform themselves immediately of any risk of infringement and alleged cases of infringement that become known and to give each other the opportunity to counteract such claims by mutual agreement.
6. Upon request by BING, the Supplier shall notify the use of published and unpublished proprietary and licensed property rights and applications for intellectual property rights to the Deliverable.
7. The principles of limitation of liability contained in Section VIII No. 1 shall apply mutatis mutandis.

14. Use of production equipment and confidential information of the customer

Models, dies, templates, samples, tools, molds and other production equipment, as well as confidential information, which are made available to the supplier by BING or paid for in full by the supplier, may only be used for deliveries to third parties with the prior written consent of BING.

15. Molds and Tools

1. All molds, tools and devices are the sole and unconditional property of BING, regardless of who manufactured the items, upon payment of the agreed costs.
2. BING merely leaves possession to the supplier, whereby the supplier is responsible for careful storage, care and maintenance. He is liable for any damage. The supplier undertakes to assume the costs incurred for wear and repairs to the molds and tools within the agreed number of outputs.
3. The transfer of the goods to the supplier ends with the expiry of the contracts or termination of the business relationship between the supplier and BING. Premature termination occurs when the application for the opening of bankruptcy or composition proceedings with the supplier. BING may also demand surrender for other important reasons. If the surrender is caused by the Supplier and there is no other use for the tools, etc., BING may, waiving its property rights, demand reimbursement of the tool costs paid, etc., instead of surrender.
4. Upon surrender, BING is not obliged to make any additional payment. The supplier has no right of retention. BING may take possession of the items itself or through agents without judicial assistance. The supplier undertakes in advance not to refuse to hand over the goods for any reason and to guarantee the complete, perfect and usable condition of the items with carriage-free delivery. In the event of a violation, however, BING is entitled to claim compensation for direct and indirect damages incurred by BING.
5. The agreed production date for moulds and tools is binding. The decisive factor for compliance with the delivery deadlines is the receipt of the samples with the initial sample test report, as prescribed in the order. At this point, the supplier ensures that both the molds and tools as well as the parts themselves meet the required quality.

16. Retention of title

The supplier reserves title to all goods delivered by him until full payment has been made; in this case, all deliveries are considered to be a coherent supply transaction. In the case of a current invoice, the reserved property is considered to be security for his balance claim. If BING's goods are combined with other items to form a single item and the other item is to be regarded as the principal item, BING shall be obliged to transfer proportionate co-ownership to the Supplier to the extent that it belongs to him as the principal item. If BING resells the delivered goods in accordance with its intended purpose, BING hereby assigns to the supplier the claims arising from the sale against its customers with all ancillary rights until all the latter's claims have been fully repaid. For justified reasons, BING shall be obliged, at the request of the Supplier, to notify the third-party purchasers of the assignment and to provide the Supplier with the information and documents necessary to assert its rights. The Supplier shall release the collateral held by it to the extent that its value exceeds the

receivables to be secured by more than 20% in total. In the event of processing or mixing, BING shall acquire co-ownership of the new item in proportion to the value of the items provided by the Customer to the other processed items at the time of processing.

17. Safety and environmental protection

When hazardous substances are delivered, the local regulations on hazardous substance labelling and transport of dangerous goods must be observed, in particular packaging, proper labelling and the provision of safety data sheets in advance. Packaging must be designed in such a way that mixed containers are avoided, packaging is easily separable and recyclable, and materials made from naturally renewable raw materials are used. Appropriate product and material information must be provided. Contractual partners working on BING's premises must inform themselves about and comply with the legal, internal safety and environmental regulations and only employ appropriately trained specialist personnel. Waste generated by the supplier itself must also be disposed of properly by the supplier itself at its own expense. Construction sites must be secured by the supplier in such a way that a risk to others is excluded. Welding work may not be carried out without a welding permit. The Supplier shall only be present on the premises of the Supplier in the areas necessary for its activities. Proof of specialist company and personnel qualifications, as well as test certificates or activities carried out must be provided and guaranteed by the supplier. The supplier undertakes to comply with the applicable legal safety and environmental regulations of the country of manufacture and distribution for all materials used in the production of parts and supplied to BING.

18. General Provisions

1. When determining the amount of the claims for compensation to be satisfied by the supplier in accordance with Sections VIII, XI, XII and XIII, the economic circumstances of the supplier, the nature, scope and duration of the business relationship, any contributions to causation and/or fault by BING in accordance with Section 254 of the German Civil Code (BGB) and a particularly unfavorable installation situation of the supplier part shall be taken into account in favor of the supplier. In particular, the replacement services, costs and expenses to be borne by the supplier must be proportionate to the value of the supplier part.
2. If one party to the contract ceases to pay or if insolvency proceedings are applied for over its assets or an out-of-court arrangement procedure, the other party is entitled to withdraw from the contract for the part not performed.
3. Should a provision of these terms and conditions and the further agreements made be or become invalid, the validity of the remaining contract shall not be affected.

The contracting parties are obliged to replace the invalid provision with a provision that is as close as possible to it in terms of economic success.

4. The law of the Federal Republic of Germany shall apply exclusively, unless otherwise agreed. The application of the United Nations Convention of 11.04.1980 on Contracts for the International Sale of Goods is excluded.
5. The place of performance is the registered office of BING. Something else can be agreed for delivery.
6. The place of jurisdiction is, at BING's option, either its registered office or the supplier's registered office.

19. Compliance

1. Supplier agrees to perform this Agreement in accordance with applicable laws and regulations, including anti-bribery and anti-corruption laws (such as the U.S. Foreign Corrupt Practices Act or the UK Bribery Act). Local legal regulations must be complied with, but at least the following obligations.
2. The Supplier undertakes not to make any benefits of any kind (e.g. bribes, kickbacks, valuables or other services) in favor of a public official or elected official or any other third party (including BING employees) for the purpose of initiating or continuing business, obtaining other favorable business decisions or other unlawful advantages, either by itself or through third parties acting on behalf of the Supplier.
3. The Supplier confirms that it has taken note of the Supplier Code of Conduct.
4. The supplier confirms that it has taken note of the ESG sustainability requirement.

20. Corporate Social Responsibility

The supplier undertakes to comply with the 10 principles of the UN Global Compact and the 4 basic principles of the International Labour Organization (ILO) in the sense of a material contractual obligation. BING expects the supplier to demand the same from its business partners.