

Purchasing Conditions for the KARL Group



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1. General

The Purchasing Conditions for the KARL Group apply exclusively. For merchants, the following conditions also apply to all further contractual relationships with us as long as the contract in question is part of conducting their trade. The principal can be found on the order and is therefore a member of the KARL group of companies, with all of its affiliated and non-affiliated companies. Any opposing conditions or conditions that deviate from our Purchasing Conditions shall only be acknowledged by us if and to the extent that we have explicitly agreed to these in writing.

The acceptance of goods and/or services from the supplier or payment for these does not indicate agreement with any deviating conditions of the contractor. The Purchasing Conditions also apply to any future goods and services that we order unless otherwise agreed in writing.

2. Conclusion of contract

The contractor must confirm our orders without delay, at least within 5 business days after these are received. Otherwise, we shall be entitled to cancel the order. Timely order confirmation is defined based on our receipt of the confirmation. Any confirmation that deviates from our order shall be considered a new offer and must be explicitly accepted by us in writing. Call-offs made in the context of order and call-off planning shall become binding if the supplier does not object to these within two business days after their receipt. We are entitled to cancel individual orders and delivery call-offs at any time by way of a written declaration and explanation if we are no longer able to use the ordered products in our business operations due to circumstances that occurred after conclusion of the contract. This particularly applies to any changes in the technical, economic or legal conditions for using the ordered goods. Partial performances that have already been provided shall be compensated.

3. Price

The price given in the order is binding. If no prices were established in the order, we reserve the right to withhold our confirmation even if the order has already begun to be processed.

4. Delivery and transfer of risk

The agreed dates and deadlines are binding. A delivery is considered timely when the goods are received at the delivery location specified by the principal, even if shipment was agreed as the basis. Unless "free domicile" or "free to construction site" were agreed, the supplier must provide the goods in a timely manner with consideration for the time required by the freight forwarder. In the event of delayed deliveries, the statutory provisions shall apply. The principal must be informed immediately of any manufacturing difficulties, delayed deliveries or similar circumstances. Unconditional acceptance of a delayed or incomplete delivery or service shall not represent a waiver of any compensation claims. Unless otherwise agreed in writing, the delivery must take place "free domicile" or "free to construction site." The supplier shall bear the risk of material damage until the goods are accepted by us or our representative at the contractually agreed location, even if "shipment" was agreed. The place of fulfillment is the delivery address given on the order. The supplier and/or the supplier's vicarious agent must have the respective delivery slip signed by the principal and/or the vicarious agent at the time of each delivery. Delivery slips shall only be acknowledged if they bear a valid signature. Delayed deliveries shall entitle us, after prior written warning, to charge the supplier a contractual penalty of 1% of the respective order value for each week or part thereof in which the delivery was delayed, but no more than 5%. The supplier has the right to prove that no damage occurred, or lower damages than were claimed.

5. Guarantee, warranty

a. Guarantee

The contractor shall guarantee that all delivered goods or provided services correspond to the latest state of the art, the applicable legal provisions and other regulations established by public agencies, employer's liability insurance associations and other associations. The contractor shall guarantee that the delivered goods or performed services meet all statutory and company specifications and standards. If deviations from these are necessary in individual cases, the contractor must obtain written permission from us and must inform us immediately about the need for a deviation.

b. Defect claims

The statutory provisions regarding material defects and defects of title shall apply unless otherwise established below. Regardless of any guarantees assumed as per Point 5a), the contractor shall be liable for ensuring that the delivered goods and/or provided services do not have any defects that impair their value or suitability. Acceptance of the goods or services shall be subject to an inspection to ensure the fault-free, correct and complete condition of the goods or services. We shall report any defects as soon as they are discovered. The supplier waives the objection of a delayed defect complaint in this regard; a complaint or notification made within 14 days shall never be considered late. The supplier agrees to issue us a certificate of inspection for the delivered goods upon request. Defect claims shall lapse according to the statutory limitation period. The supplier's receipt of our defect notification shall stop the limitation period for warranty claims. We fundamentally have the right to choose the type of supplementary performance. The supplier can only refuse our chosen type of supplementary performance if this is associated with unreasonable costs. If the supplier does not immediately begin to rectify the defect following our request, we shall have the right in urgent cases – particularly in order to prevent acute danger and major damage – to perform the rectification ourselves or to have it performed by a third party, subject to a charge.

6. Payment conditions, assignment and offsetting prohibition

Unless special agreements have been made, we shall pay the invoice with a 3% discount. Invoices must include all information that entitles us to an input tax reduction as well as the correct tax rate for construction services already performed. If any information is missing or incorrect, this will delay processing, which will in turn extend each payment period by the length of the delay. In addition, each invoice must include our order number and the cost center. We reserve the right to make a payment on the due date by check. The supplier cannot assign its claims or obligations or have them collected by third parties without our prior written permission, nor is the supplier entitled to offset claims without legally established counterclaims. We are entitled to withhold payments or declare an offset on the basis of counterclaims.

7. Reservation of title, provided items

An extended or expanded reservation of title by the supplier requires an explicit separate agreement in order to be valid. The items we have provided shall remain our property and may only be used in the manner intended. If materials we have provided are mixed or processed, we shall obtain joint ownership of the new item according to the value of our provided items in relation to the value of the new item.

8. Documents and confidentiality

All technical or business-related information/documents that we provide must be kept confidential from third parties if and to the extent that they have not demonstrably been made public. The same applies to the supplier's employees except where directly necessary for the purpose of the delivery. The supplier must also require the affected employees to maintain confidentiality. Such provided information/documents shall remain our exclusive property. Sharing these with third parties, reproducing them, and using them without our explicit written permission is expressly prohibited. At our request, all information/documents that we have provided, including all copies or records thereof, must be returned to us immediately and completely or destroyed. The supplier may only use our business relationship for advertising purposes with our prior written permission.

9. Industrial property rights

The supplier shall ensure that the delivery and use of its delivered items do not violate any third-party industrial property rights in countries of the European Union. Otherwise, the supplier shall indemnify us from any third-party claims due to the violation of industrial property rights and must compensate us for all expenses required in this regard. Our statutory warranty claims shall remain unaffected.

10. Export controls, customs

The supplier agrees to maintain or produce all proofs of origin and supplier declarations, as well as official confirmations, that are needed for an inspection by customs authorities. If the customs authorities do not acknowledge the declared origin and the supplier is guilty of intent or negligence, the supplier must compensate us for the resulting damage. The supplier shall fulfill the applicable requirements of national and international export, customs, and foreign trade laws for all delivered goods and provided services. The supplier shall obtain any necessary shipment authorizations unless applicable foreign trade law stipulates that the customer or a third party, not the supplier, is responsible for obtaining these authorizations. At least 1 day before delivery, the supplier shall provide all information and data in writing that we need in order to fulfill the applicable foreign trade laws. In the event of any changes in export control and foreign trade data, the supplier must inform us of this as soon as possible, but at least 1 day before delivery. The supplier shall be liable for all expenses and damage incurred by the customer due to missing or faulty export control and foreign trade data.

11. Final provisions

If any provision of these conditions and the further agreement concluded should be or become invalid, this shall not affect the validity of the remaining conditions. The contractual partners must agree upon a provision that as closely as possible approximates the economic effect of the invalid provision. The contractual relationship is exclusively subject to the laws of the Federal Republic of Germany, to the exclusion of the conflict of laws and the UN Convention on Contracts for the International Sale of Goods (CISG). The place of fulfillment is the delivery address given on the order. The place of fulfillment for payments to be made by us is the registered office of our main branch in 94491 Hengersberg. The exclusive place of jurisdiction for all legal disputes arising directly or indirectly from the contractual relationships that underlie these Purchasing Conditions is Deggendorf. Furthermore, at our discretion, we are entitled to bring legal action against the supplier either at the court responsible for the supplier's registered office or the court responsible for the place of fulfillment. Data protection is a high priority for us, so we commit ourselves to comply with the provisions of the Data Protection Act.