

Terms and conditions of purchase

1. Relevant conditions

The legal relationship between the Supplier and the Purchaser shall be governed by these Terms and Conditions and any other agreements. Amendments and supplements must be made in writing. Other general terms and conditions shall not apply even if they have not been expressly contradicted in individual cases.

2. Offer, acceptance

If the Supplier does not accept the order within two weeks of receipt, the Purchaser shall be entitled to cancel the order. Acceptance must be made in writing, stating the order number of the Purchaser. Confirmations deviating from the order shall only be valid if they are acknowledged by the Purchaser in writing.

Contractually agreed dimensions, weights and other product-related characteristics shall be deemed to be warranted if the Purchaser has specifically pointed this out to the Supplier in the offer or otherwise upon conclusion of the contract.

3. Shipping

Shipping address

- a) for postal packages
42781 Haan, Alleestraße 46
- b) for delivery by vehicles
42781 Haan, Alleestraße 46

Attention:

Delivery to the customer's factory only with motorized trolleys up to max. 9 m in length, max. clearance height 3.95 m.

The customer's commission number must be indicated on all shipping documents (wagon labels, consignment notes, delivery bills, express goods sections, parcel cards, etc.). If misrouting occurs due to non-compliance with such instructions, the supplier must reimburse the costs incurred as a result.

If carriage paid delivery has been agreed, the consignments are to be made carriage paid; freight charges are not to be submitted by the customer. The purchaser shall only bear the costs of transport insurance if this has been expressly agreed. The ordering party is an RVS / SVS - prohibited customer.

If the delivery is made by vehicle, forwarding agent or post office, a delivery bill must be enclosed as an accompanying document. In the case of rail shipments, the delivery bill must be delivered by the post office on the day of shipment. Packaging shall only be returned if this has been agreed and if the value of the packaging has been stated in the dispatch note. This shall not affect the customer's right to return packaging.

Invoices shall not be regarded as delivery bills.

4. Prices, invoice, payment

The price stated in the order is final. Unless expressly stated, the statutory value added tax is not included in the price quoted.

Invoices must be sent to the customer electronically, by e-mail in PDF format, to rechnung@gratomat-rausch.de; they may not be enclosed with the consignments. The order number of the customer must be stated on each invoice.

Unless otherwise agreed in writing, payment shall be made within 14 days of receipt and inspection of the goods with a 3% discount or within 30 days net cash. The payment periods shall run from the date of receipt of the invoice at the earliest. Payment and discount periods shall be deemed to have been met when the transfer order is issued to the bank, provided that there are no obstacles to the transfer for which the customer is responsible. As long as the customer is entitled to a right of retention, the discount and payment periods shall be suspended. In the event of defective delivery, the customer shall be entitled to withhold payment pro rata until proper fulfillment.

5. Delivery time, delay in delivery

The delivery time stated in the order is fixed. The delivery period begins on the day the contract is concluded. If the supplier realizes that he will not be able to meet the delivery date, he must notify the customer immediately, stating the reasons and the expected duration of the delay. If the Supplier fails to notify the Purchaser or is otherwise in default with the delivery in whole or in part, the Purchaser shall be entitled, in addition to compensation for the damage caused by the delay, to withdraw from the contract in whole or in part or to claim damages for non-performance after setting a reasonable grace period.

Partial deliveries are only permitted with the express consent of the customer. Unless partial delivery has been contractually agreed, payments shall only be due after complete delivery.

In the event of a delay in delivery, the customer shall be entitled to demand liquidated damages for delay in the amount of 0.5% of the delivery value per full week, but no more than a total of 5%. We reserve the right to assert further claims.

6. Inspection for defects, warranty

Insofar as §§ 377, 378, 381 HGB are applicable to the contract, the customer is only obliged to inspect the goods for obvious defects and to give notice of any defects found. The complaint shall be deemed to have been made in good time if it is sent within a period of two weeks after delivery. This period shall be extended accordingly in the event of company vacations or public holidays. In the case of defects that are not obvious, the above notification period shall commence at the time at which the customer actually discovers the defect.

The supplier warrants that the product is free of defects and fit for the contractually agreed purpose, even if the defect or impairment of the use or impairment is caused by improper use or damage to the product after the transfer of risk.

Insofar as the Supplier itself is the manufacturer or is otherwise in a position to rectify the defect within the scope of its business operations, the Purchaser shall have the right to rectify the defect in addition to other warranty rights. The rectification of defects must take place at the place where the goods are located in accordance with the contract. The purchaser shall only be obliged to return the goods at the supplier's expense if this is reasonable in view of the supplier's own delivery obligations to the purchaser's customers. The Purchaser is entitled to remedy the defect itself or have it remedied at the Supplier's expense if the Supplier does not remedy the defect immediately after being requested to do so.

In cases of special urgency, the Purchaser shall be entitled to remedy the defect itself at the Supplier's expense even without informing the Supplier. A special case of urgency exists in particular if the defect has become apparent during processing and processing cannot be continued until the defect has been rectified. Otherwise, the other rights of the customer to warranty and compensation remain unaffected. The warranty period is 24 months from the transfer of risk.

7. Liability

Liability and that of the Customer's vicarious agents shall in any case be limited to intent and gross negligence, unless cardinal obligations have been breached or liability is inadmissible by law for other reasons, in particular in cases where the Customer has given a warranty of characteristics or is liable under the Product Liability Act.

The Supplier is obliged to indemnify the Purchaser against claims for damages asserted by third parties against the Purchaser due to defects in the goods, irrespective of the legal grounds.

8. Processing, modification by the supplier

If the supplier has to process parts supplied by the customer, the customer shall acquire ownership of the newly manufactured item. Processing or modification by the Supplier shall be carried out on behalf of the Purchaser. In the event of processing or mixing with other items of the Supplier, the Purchaser shall acquire co-ownership of the new item in the ratio of the value of the Purchaser's item to the other processed items at the time of processing. The material provided free of charge by the purchaser shall remain the property of Rausch, Haan. In the event of rejects, the complete replacement delivery shall be made at the supplier's expense.

9. Patent infringement

The supplier guarantees that the use, processing or resale of the goods does not infringe patents or other industrial property rights of third parties in the delivered goods.

10. Secrecy

a) The contracting parties undertake to treat all commercial and technical details which are not in the public domain and which become known to them through the business relationship as confidential within the meaning of the German Act on the Protection of Trade Secrets (GeschGehG), to guarantee their confidentiality and to use them exclusively for the performance of the contract (including the enforcement of possible warranty and liability claims and the pursuit of other purposes provided for in the contract).

b) Drawings, models, templates, samples and similar objects may not be handed over or otherwise made accessible to unauthorized third parties. The reproduction of such objects is only permitted within the scope of operational requirements and copyright regulations.

c) Subcontractors shall be obligated accordingly.

d) The contracting parties undertake to effectively protect all business secrets against unauthorized access, alteration, destruction or loss, unauthorized transmission, other unauthorized processing and other misuse in accordance with the current state of the art.

11. Partial ineffectiveness

Should provisions of these Terms and Conditions of Purchase be or become invalid, the remaining provisions shall remain valid. This shall also apply in the event of partial invalidity of a clause.

Insofar as a provision is only valid vis-à-vis merchants, legal entities under public law or special funds under public law, it shall in any case apply vis-à-vis such a contractual partner, even if such a restriction is not contained in the provision itself.

12. Place of fulfillment, place of jurisdiction, applicable law

The place of performance for deliveries and services is the place of receipt specified by the Purchaser.

If the supplier is registered as a merchant in the commercial register, a legal entity under public law or a special fund under public law, the place of jurisdiction shall be the place of business of the Purchaser. However, the purchaser is also entitled to sue the supplier at another permissible place of jurisdiction.

The law of the Federal Republic of Germany shall apply

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