
General Terms and Conditions of Purchase of Krämer + Grebe GmbH & Co. KG, Biedenkopf-Wallau**§ 1 General Provisions**

1.1 The following terms and conditions of purchase apply exclusively to all orders for products and services of any kind from Krämer & Grebe GmbH & Co. KG (hereinafter referred to as K+G) and the supplier.

1.2 The contractor, service provider and other contractual partners are also referred to as suppliers in the following.

1.3 K+G does not recognise any other conditions or conditions deviating from these Terms and Conditions of Purchase, even if the terms and conditions have not been expressly contradicted; unless explicit and effective written consent has been given.

1.4 The General Terms and Conditions of Purchase shall also apply to all future transactions with the Supplier, even if they are not expressly agreed upon again.

1.5 The execution of the order shall be deemed to be the sole, binding acceptance of the General Terms and Conditions of Purchase of K+G.

1.6 All agreements made between K+G and the supplier for the purpose of executing the contract must be recorded in writing. Verbal agreements require written confirmation.

1.7 Remuneration or compensation for visits or the preparation of offers, projects, plans, etc. will not be granted by K+G even if no order is placed. Agreements to the contrary must be made in writing.

§ 2 Order and order confirmation

2.1 K+G's orders are only binding if they are placed in writing (e-mail, letter, fax). For each correspondence, the order number shown on the order must be indicated. K+G shall not be liable for delays resulting from non-compliance with this obligation.

2.2 The technical documents, drawings, 3D data as well as the factory standard and other information of K+G attached to the orders are an essential part of the orders.

2.3 K+G may revoke the order if the supplier has not accepted it in writing within a period of 3 working days after receipt. (Order confirmation).

2.4 The order confirmations must be sent to the einkauf@kraemer-grebe.de in electronic form. (See specifications for order confirmations and invoices).

2.5 If the order confirmation differs from the order, K+G shall only be bound if K+G has agreed to the deviation in writing. The acceptance of deliveries or services, as well as payments, does not imply consent.

2.6 The forwarding of orders to third parties is inadmissible without the written consent of K+G and entitles K+G to withdraw from the contract in whole or in part, as well as to claim damages. In the event of approval by K+G, the third party shall be deemed to be the supplier's vicarious agent.

2.7 Changes or additions to the order are only effective if they have been confirmed in writing by K+G. If you have any doubts about the type of execution we want (professional or technical), this must be communicated immediately in writing.

§ 3 Prices

3.1 The price stated in the order is binding. Price increases are only permissible if written agreements on the price have been made between the contracting parties.

3.2 The agreed prices plus the applicable statutory value added tax apply. In the absence of any written agreement to the contrary, the price includes the delivery of "DAP In-coterms® 2010". The return of the packaging requires special arrangements.

3.3 In general, shipping is to be carried out at the lowest cost. Additional costs due to non-compliance with shipping regulations are at the expense of the supplier.

§ 4 Delivery

4.1 In the context of the delivery and transport of hazardous substances within the meaning of the Act on the Transport of Dangerous Goods of 06.08.1995 (Federal Law Gazette, p. 212 et seq.) and any legal ordinances, the Contractor undertakes to comply with the statutory requirements.

4.2 K+G can determine the packaging and shipping method. If K+G does not make an express provision, the supplier must choose the customary safe packaging and shipping method and ensure that the goods are correctly declared. The delivery documents must be completed in full and enclosed by the supplier with the delivery.

4.3 Additional and partial deliveries are not permitted unless K+G has expressly agreed to them in writing in the individual case. The acceptance of additional or partial deliveries does not imply approval.

4.4 Our goods receiving department is open Mon – Thu 7.00 a.m. – 3.30 p.m. and Fri 7.00 a.m. – 12.30 p.m.

§ 5 Delivery time, delay in delivery

5.1 The delivery time specified in the order is binding and, unless a fixed date has been agreed, runs from the date of the order day. For the punctuality of the delivery, the date of receipt at the shipping address provided by K+G applies.

5.2 The Supplier shall be obliged to inform K+G immediately in writing if circumstances arise or become apparent to it from which it follows that the delivery date cannot be met. If the supplier fails to do so, he cannot invoke the obstacle against K+G. In the event of a delay in delivery, K+G is entitled to the statutory claims. In particular, K+G is entitled to withdraw from the contract after the fruitless expiry of a reasonable grace period or to demand damages for non-performance instead of performance. K+G shall also be entitled to withdraw from the contract if the supplier is not at fault for the delay.

5.3 The unconditional acceptance of a late delivery or service does not mean a waiver of the claims to which K+G is entitled due to the delayed delivery or service; this shall apply until the remuneration owed by K+G has been paid in full.

5.4 If consignments have to be delivered at an accelerated pace due to the fault of the supplier, the additional costs incurred as a result shall be borne by the supplier.

§ 6 Passing

6.1 The risk shall pass with the delivery of "DAP Incoterms® 2010", unless otherwise agreed in writing.

6.2 In the case of delivery with installation or assembly and in the case of services, the risk shall pass upon acceptance, in the case of delivery without installation or assembly upon receipt at the receiving point designated by K+G.

§ 7 Force majeure

7.1 In cases of force majeure and events beyond K+G's control, K+G is also entitled – without prejudice to our other rights – to withdraw from the contract in whole or in part, provided that these events are not of insignificant duration and our requirements are significantly reduced due to the necessary other procurement or our interest in delivery ceases to exist altogether as a result.

7.2 An event of force majeure on the part of the Supplier cannot be due to a shortage of personnel, production materials or resources, a strike, breach of contract on the part of third parties commissioned by the Supplier or financial problems of the Supplier, nor to the inability to provide the necessary licenses for the software to be supplied or the necessary legal or regulatory approvals or authorizations for the goods or services to be delivered

§ 8 Transfer of ownership

Ownership of the delivered goods shall pass to K+G upon full payment of the purchase price claim. Any extended and extended retention of title is not recognized and is excluded.

§ 9 Guarantees, safety and environmental protection

9.1 The supplier guarantees and assures that all deliveries / services correspond to the current state of the art, the relevant legal provisions and the regulations and guidelines of authorities, employers' liability insurance associations, the technical inspection association and trade associations. Relevant certificates, test certificates and evidence must be supplied free of charge. If the supplier has any doubts about the type of execution desired by K+G, the supplier must inform K+G in writing without delay.

9.2 The Supplier is obliged to determine and comply with the current status of the guidelines and laws applicable to its components regarding substance restrictions. He is obliged not to use prohibited substances. Avoidance and hazardous substances in accordance with the applicable laws and guidelines must be specified on the specifications by the supplier. If applicable, the relevant safety data sheets must be submitted when tenders are submitted.

9.3 No ozone-depleting substances may be used in the manufacture of the goods and packaging supplied to K+G.

9.4 In addition, the supplier guarantees to use environmentally friendly products and processes in its deliveries or services within the scope of economic and technical possibilities. He is liable for the environmental compatibility of the products and packaging materials supplied and for all consequential damage resulting from the violation of the statutory disposal obligations. At the request of the customer, the supplier is obliged to issue a certificate of quality for the delivered goods.

§ 10 Defect Investigation and Warranty

10.1 The supplier is responsible for ensuring that his deliveries and services have the agreed quantity and quality as well as comply with the assumed warranty and the recognized rules of technology. His liability always extends to intent and negligence. K+G expressly objects to restrictions on the statutory warranty rights.

10.2 K+G only carries out an inspection of incoming goods with regard to externally recognisable damage and externally recognisable deviations in identity and quantity. K+G shall immediately notify such defects.

K+G reserves the right to carry out a further incoming goods inspection. In addition, defects are therefore complained of as soon as they can be determined according to the circumstances of the orderly course of business. The complaint is timely provided that it is received by the supplier within a period of 30 days from receipt of goods or, in the case of hidden defects, from discovery.

In this respect, the supplier waives the objection of late notification of defects.

10.3 K+G reserves the right to carry out quality checks at the supplier or to commission third parties to do so. Quality inspections at suppliers can also be carried out with K+G customers. The Supplier shall grant K+G access to its premises for this purpose, provided that this does not pose a risk of infringement of the Supplier's trade and business secrets and that the risk cannot be eliminated by appropriate measures taken by the Supplier.

10.4 K+G is entitled to the statutory claims for defects in full. In any case, K+G shall be entitled to demand that the supplier remedy defects or deliver a new item at its discretion. The right to damages, in particular the right to compensation instead of performance, is expressly reserved.

10.5 We are entitled to remedy the defects ourselves at the supplier's expense if there is danger in delay or if there is a particular urgency.

10.6 The limitation period for all warranty claims is 36 months, starting from the transfer of risk, unless longer periods have been agreed in the individual contract. Warranty claims expire after the expiry of the agreed warranty period.

§ 11 Product Liability - Indemnification

11.1 Insofar as the Supplier is responsible for product damage, it shall indemnify K+G against claims for damages by third parties upon first request, provided that the cause is within its sphere of control and organisation and it is itself liable towards K+G or third parties in the external relationship.

11.2 As part of its liability for damages within the meaning of Section 7.1, the Supplier is also obliged to reimburse any expenses pursuant to Sections 683, 670 of the German Civil Code (BGB) or pursuant to Sections 830, 840, 426 of the German Civil Code (BGB) arising from or in connection with a recall campaign carried out by us.

We will inform the supplier about the content and scope of the recall measures to be carried out - as far as possible and reasonable - and give him the opportunity to comment. Our other legal and contractual claims remain unaffected.

§ 12 Trade mark rights

12.1 The Supplier warrants that no rights of third parties, in particular patents, trademarks and designs as well as other industrial property rights - national and international - are infringed in connection with its delivery.

12.2 If we are held liable by a third party for this reason, the supplier is obliged to indemnify us from these claims upon first written request. If we conclude a settlement or a comparable agreement with the third party to avoid litigation or in the context of a legal dispute, these will only bind the supplier if the supplier agrees to the agreement in advance.

12.3 The supplier's indemnification obligation refers to all expenses that we necessarily incur from or in connection with the claim by a third party.

12.4 The limitation period for all claims due to a violation of Section 12.1 is 36 months, starting from the transfer of risk.

§ 13 Retention of title, supplies and tools

13.1 Ownership of the goods delivered by the supplier shall pass to K+G upon full payment of the purchase price claim.

13.2 We do not recognise extended retention of title, nor do we recognise contractual pledges of our claims against our customers within the framework of an extended retention of title.

13.3 Material supplies remain the property of K+G and are to be stored, labelled and managed separately free of charge. The use is only permitted for orders from K+G. In the event of depreciation or loss, compensation must be provided by the contractor. Upon request, K+G shall be provided with a list of the materials.

13.4 Processing or transformation of the material by the supplier is carried out for K+G. If the goods subject to retention of title are processed with other items that do not belong to K+G, K+G acquires co-ownership of the new item in the ratio of the value of the goods of K+G to the other processed items at the time of processing.

13.5 K+G reserves the right of ownership and copyright to all illustrations, cost estimates, drawings, samples, models, moulds, profiles, standard sheets, calculations, tools, etc. made for the Supplier. They may not be copied, duplicated or made available to third parties without the express written consent of K+G. They are to be used exclusively for production for K+G. They must be secured against unauthorized access and use and kept secret from third parties. After the order has been processed, they must be returned to K+G free of charge without being asked.

§ 14 Secrecy

14.1 Irrespective of the scope of application of § 13 (5), all business or technical information made available to the supplier by K+G must be kept secret from third parties as long as and to the extent that it is not demonstrably publicly known. This information remains the exclusive property of K+G; K+G reserves all rights to them. Without the consent of K+G, such information may not be reproduced or used commercially, except for the contractual performance to K+G. The obligation of confidentiality shall also apply after the contract has been executed.

14.2 K+G points out that personal data is stored in connection with the business relationship with the supplier and that this data is also transmitted to companies affiliated with the K+G group of companies.

§ 15 Liability/Insurance

15.1 In order to cover the general liability risk, as well as all risks arising from product liability, including the risk of recall, the supplier is obliged to take out liability insurance with a sufficient sum insured and, if desired, to provide proof of the cover to the customer. Otherwise, the legal provisions apply.

15.2 Transport insurance is taken out exclusively by the supplier.

§ 16 Invoicing

16.1 The invoice must be submitted separately immediately after delivery, stating the order and article number shown in the order. Invoices should be sent to: invoice@kraemer-grebe.de (See Specifications for Order Confirmations and Invoices).

16.2 If the invoice is received later than the goods, the date of receipt of the invoice shall be decisive for the calculation of the discount period instead of the day of receipt of the goods.

16.3 Unless partial deliveries have been expressly agreed, a total invoice must be issued for each order after complete delivery.

§ 17 Payments

17.1 Unless otherwise agreed in writing, payments shall be made 30 days after the date of the invoice with a deduction of a 3% discount or 60 days after receipt of the invoice net.

17.2 The payment period begins as soon as the delivery or service has been completed and the duly issued invoice has been received. Discount deduction is also permissible if K+G offsets or withholds payment in an appropriate amount due to defects. The payment period begins after the defects have been completely eliminated.

17.3 The assignment of the supplier's claims against K+G to third parties is excluded.

17.4 K+G is entitled to rights of set-off and retention to the extent permitted by law.

§ 18 Performing work

18.1 Persons of the suppliers who carry out work on the K+G factory premises in fulfilment of the contract must observe the provisions of the respective operating regulations and comply with the regulations existing for entering and leaving the factory facilities.

18.2 Liability for accidents that occur to the persons of the suppliers on the K+G factory premises is excluded, unless these have been caused intentionally or by gross negligence on the part of K+G.

§ 19 Final provisions, applicable law, place of jurisdiction, partial nullity

19.1 The place of performance for the delivery and services is the receiving agency designated by K+G. Unless otherwise stated in the order confirmation, the place of performance for the payment shall be the registered office of K+G.

19.2 Changes, additions and termination of the contract must be made in writing. The formal requirement can only be waived by a written declaration.

19.3 The law of the Federal Republic of Germany shall apply exclusively, to the exclusion of the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

19.4 The invalidity of individual provisions of these Terms and Conditions of Purchase shall not affect the validity of the remaining provisions. In this case, the parties undertake to replace the invalid provision with the effective provision that comes closest to the economic purpose of the invalid provision.

19.5 Insofar as the supplier is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a public/legal special fund, the place of jurisdiction of the Local Court of Biedenkopf / Regional Court of Marburg shall be deemed to have been agreed for all disputes. However, K+G shall also be entitled to sue the supplier at the respective place of performance and at any other justified place of jurisdiction.

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As of April 2022