Terms and Conditions of Purchase

KLST Lift Systems GmbH
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I. Applicable terms and conditions

1. We place orders on the basis of these General Terms and Conditions of Purchase. Other terms and conditions shall not become part of the contract, even if we do not expressly object to them. If we accept deliveries/services without expressly objecting, this shall in no way imply that we have accepted these terms and conditions of delivery.

2. With the first delivery under these General Terms and Conditions of Purchase, the supplier accepts their exclusive validity for all further orders.

3. Orders, agreements, and changes are only binding if they are issued or confirmed by us in writing. Verbal or telephone agreements require subsequent written confirmation to be legally valid. The same applies to telephone side agreements and changes to the contract.

4. We may request changes to the subject matter of the contract even after the contract has been concluded, provided this is reasonable for the supplier. In the event of such a contract amendment, the effects on both sides, in particular with regard to additional or reduced costs and delivery dates, must be taken into account appropriately.

II. Prices and terms of payment

1. The agreed prices are fixed prices, excluding statutory sales tax, if applicable. Costs for packaging and transport to the shipping address or place of use specified by us, as well as for customs formalities and customs duties, are included in the prices.

2. Each delivery must be accompanied by a delivery note detailing the type, quantity, and weight of the delivery.

3. We shall only accept the quantities or numbers of items ordered by us. Over- or under-deliveries as well as partial deliveries are only permissible if previously agreed with us in writing.

4. Shipping is at the supplier's risk. The risk of any deterioration, including accidental loss, therefore remains with the supplier until delivery to the shipping address or place of use specified by us.

5. Invoices must be issued to us immediately upon receipt of the goods, stating the order and item number. Sales tax must be shown separately, if applicable.

6. Payment shall be made by us subject to proper delivery and correct pricing and calculation. If a defect covered by the warranty is discovered, we shall be entitled to withhold payment until the warranty obligation has been fulfilled.

III. Delivery periods and delivery dates

1. The delivery periods or dates specified in our orders are binding and refer to arrival at the place of performance. The timely provision of the service is determined by the handover of the ordered goods, including all related documentation.

2. If the supplier realizes that an agreed delivery date is at risk, they must notify us immediately in writing, stating the reasons and the expected duration of the delay. In such cases, the supplier shall take all necessary measures to ensure that the agreed delivery date can be met or that only a minor delay occurs. Notification of an expected delay shall in no way change the agreed date.

3. If the agreed date is not met due to circumstances for which the supplier is responsible, we shall be entitled, after the expiry of a reasonable grace period set by us, to demand compensation for non-performance, to obtain replacement from a third party, or to withdraw from the contract, at our discretion.

4. Force majeure and labor disputes shall release the contracting parties from their performance obligations for the duration of the disruption and to the extent of its effect. The contracting parties are obliged to provide the necessary information without delay, within reasonable limits, and to adjust their obligations to the changed circumstances in good faith. We shall be released from the obligation to accept/take delivery of the ordered goods/services in whole or in part and shall be entitled to withdraw from the contract if the goods/services are no longer usable by us due to the delay caused by force majeure or industrial action.

IV. Guarantees and warranty

1. The supplier guarantees that all deliveries/services comply with the latest state of the art, the relevant legal provisions, and the regulations and guidelines of authorities, professional associations, and trade associations. Furthermore, the supplier guarantees that the deliveries/services are free of third-party rights and that they have unrestricted power of disposal.

2. In the case of purchase and work delivery contracts, we shall notify the supplier in writing of any obvious defects in the deliveries as soon as they are discovered in the normal course of business. Our notification shall in any case be deemed to have been made immediately if it is made within two weeks of receipt of the delivery by us. We shall notify the supplier of any defects discovered later within two weeks of becoming aware of them.

3. During the warranty period, defects in the delivery/service reported, including the absence of warranted characteristics, shall be remedied by the supplier immediately and free of charge, including all ancillary costs, at our discretion, either by repair or replacement. These incidental costs include, in particular, costs incurred in troubleshooting, removing the defective part, and installing the replacement part, as well as expert and transport costs. If repair or replacement is not possible or unsuccessful, or if it is delayed or refused beyond a reasonable period set by us in writing, we shall be entitled to the statutory rights to cancel the contract or reduce the price. Claims for damages remain unaffected.

4. If the supplier culpably fails to fulfill a warranty obligation within a reasonable period set by us, we may take the necessary measures ourselves or have them taken by third parties at the supplier's expense and risk, without prejudice to the supplier's warranty obligation.

5. The warranty period is two years. It begins when the delivery item is handed over to us or to a third party designated by us at the place of receipt or use specified by us. The warranty period for spare parts is two years after installation/commissioning.

6. From the date of receipt of the notice of defect, the limitation period shall be suspended until the supplier has declared to us that the defect has been remedied or has refused to remedy it. For repaired or replaced parts, the warranty period shall recommence on the date of repair or return delivery of the repaired parts or replacement delivery.

7. The warranty claim expires 6 months after the notice of defect has been issued within the warranty period, but not before the end of the warranty period.

V. Liability

1. If a delivery/service provided by a supplier is defective, or if the supplier has violated contractual duties of care, custody, information, or other ancillary contractual obligations, or has failed to meet contractually agreed deadlines, the supplier shall be liable to us for any resulting damages.

2. Insofar as the supplier's liability under the statutory provisions depends on him being responsible for the breach of contract, he may be released from his liability by proving that he is not at fault. The supplier shall be liable for the fault of its vicarious agents and/or assistants and its upstream suppliers in the same way as for its own fault. It cannot release itself from its liability by proving that it has properly selected and monitored its vicarious agents or upstream suppliers.

3. Insofar as a breach of contract in accordance with Section 5.1 gives rise to claims for loss of production and/or loss of profit, we shall only assert these claims if the supplier is guilty of gross negligence or intent. This shall not affect claims arising from a legal basis of tort or strict liability and any claims for damages for reimbursement of costs for necessary measures to avoid or reduce production difficulties and/or downtime. This limitation of liability shall not apply to the supplier if insurance cover exists under insurance policies taken out by the supplier.

4. If claims are made against us due to a violation of official safety regulations or due to domestic or foreign product liability regulations or laws because of a defect in our product that is attributable to the supplier's goods, we shall be entitled to demand compensation for this damage from the supplier, insofar as it is caused by the products supplied by him. This damage also includes the costs of a precautionary recall campaign.

5. The supplier must maintain sufficient commercial liability insurance coverage. The supplier must insur ly adequate coverage against all risks arising from product liability. Upon request, the supplier shall provide proof of such insurance coverage.

VI. Property rights

1. The supplier guarantees that all deliveries/services are free of third-party property rights and, in particular, that the delivery and use of the delivery items do not infringe any patents, licenses, or other third-party property rights.

2. The supplier shall indemnify us and our customers against any claims by third parties arising from any infringements of property rights and shall also bear all costs incurred by us in this connection upon first request.

3. We shall be entitled to obtain permission to use the delivery items and services in question from the entitled party at the supplier's expense.

VII. Termination of cooperation

1. If a provisional insolvency administrator is appointed for the supplier's assets or insolvency proceedings are opened, we shall be entitled to refuse performance of the contract in whole or in part and to claim damages for non-performance. In the event of imminent insolvency, we shall be entitled to retain a reasonable security deposit for the duration of the relevant warranty periods.

2. In addition, we shall be entitled to terminate the contract in whole or in part; the possibility of rescinding the contract in accordance with general statutory provisions shall remain unaffected.

VIII. Final provisions

1. If individual parts of these general terms and conditions of purchase are legally invalid, this shall not affect the validity of the remaining provisions.

2. The place of performance for deliveries and services is the shipping address or place of use specified by us.

3. The place of jurisdiction is our registered office if the supplier is a merchant. However, we reserve the right to assert our claims at any other permissible place of jurisdiction.

4. The law of the Federal Republic of Germany shall apply, excluding all conflict of law rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG).