

Allgemeine Einkaufsbedingungen (AEB) - Englische Übersetzung

The following English translation is for guidance only. It does not replace the German AEBs!

1 General

1.1 These General Terms and Conditions of Purchase (GTCP) apply to all orders and contracts placed by Leysser Sanitär Heizung Fliesen GmbH (hereinafter referred to as the "Client").

1.2 Deviating or supplementary terms and conditions of the Supplier shall only become part of the contract if they are expressly recognized by the Client in writing.

2 Conclusion of contract

2.1 Orders are always generated electronically and are therefore also valid without a signature.

2.2 The supplier must confirm the order in writing within 3 working days. If this is not done, the Client shall no longer be bound by the order after this period has expired.

3 Prices and payment

3.1 The prices stated in the order are fixed prices and include all costs for packaging, transportation, insurance and other ancillary costs.

3.2 Unless otherwise agreed, payment shall be made within 30 days of delivery and receipt of invoice with 3% payment-discount. In the event of acceptance of early deliveries, however, the period shall not commence until the agreed delivery date.

3.3 The Client shall be entitled to set-off and retention rights to the extent permitted by law. The Supplier may only offset claims of the Client against claims that are undisputed or have been legally established. This shall not apply to offsetting against other counterclaims if these are linked to the offset principal claim by a mutual dependency relationship ("synallagmatic") on the basis of a contract based on reciprocity.

3.4 The Supplier is not entitled to assign its existing claims against the Client to third parties without the Client's consent.

4 Delivery and delay

4.1 The delivery dates stated in the order are binding. The supplier is obliged to inform the customer immediately in writing if circumstances occur or become apparent which make timely delivery impossible.

4.2 Partial deliveries shall only be accepted after prior express agreement.

4.3 In the event of a delay in delivery, the client shall be entitled to the statutory claims. In addition, the client is entitled to demand compensation for non-performance and to withdraw from the contract after setting a reasonable grace period.

4.4 The goods must be packed in such a way as to avoid damage in transit. Only environmentally friendly packaging materials are to be used. The supplier shall comply with all instructions from the customer regarding packaging and labeling of the products. Unless otherwise agreed, the Supplier shall be obliged to take back and properly dispose of the transport packaging at its own expense.

4.5 The Supplier is obliged to enclose all necessary documentation (e.g. origin markings, declarations in connection with ROHS, REACH; declarations concerning customs declarations etc.) with the delivery.

5 Warranty and notice of defects

5.1 The Supplier warrants that the delivered goods and services comply with the agreed specifications, the recognized rules of technology and the statutory and official regulations.

5.2 Obvious defects must be reported in writing within 10 days of delivery. Hidden defects must be reported in writing immediately after their discovery.

5.3 The supplier is obliged to remedy all defects at its own expense immediately after being requested to do so by the customer. If the supplier fails to comply with this obligation, the client shall be entitled to remedy the defects itself or have them remedied by third parties at the supplier's expense.

6 Liability

6.1 The Supplier undertakes to supply all goods delivered by him and all services rendered by him in accordance with the latest state of the art at the time of conclusion of the contract and in accordance with the relevant legal provisions and the applicable regulations and guidelines of authorities, trade associations and professional associations. The Supplier shall inform the Customer without delay of any impending changes of which it is aware.

6.2 The Supplier shall monitor the quality of its products on an ongoing basis and provide evidence of the use of an appropriate quality management program upon request.

6.3 If the delivered goods contain substances that are listed on the so-called "Candidate List of Substances of Very High Concern" ("SVHC list") in accordance with REACH, the supplier shall be obliged to notify the client of this immediately. This also applies if previously unlisted substances are added to this list for current deliveries. The current list can be viewed at http://echa.europa.eu/chem_data/authorisation_process/candidate_list_table_en.asp.

Furthermore, the delivery items must not contain asbestos, biocides or radioactive material.

6.4 It is incumbent upon the Client to inspect the goods within a reasonable period of time for quantity, quality and obvious packaging defects. A notice of defects shall be deemed timely if it is received by the Supplier within 5 working days from receipt of the goods at the delivery address or, in the case of hidden defects, from the date of discovery.

6.5 The Supplier shall be liable for all damages incurred by the Client as a result of the delivery of defective goods or services.

6.6 The Supplier shall indemnify the Client against all third-party claims asserted in connection with the delivery of the goods or services.

7 Product liability

If third parties assert claims against the Client on the basis of domestic or foreign product liability law that are based on a defect in the delivered goods or have their cause in the Supplier's sphere of control and organization and the Supplier itself is liable in the external relationship, the Supplier shall indemnify the Client against all claims. In addition, the supplier must maintain appropriate product liability insurance cover (minimum cover of € 5 million per personal injury/property damage) and provide evidence of this on request. The supplier shall bear all necessary costs arising from or in connection with a necessary product recall. Further statutory claims for damages remain unaffected.

8 Retention of title

8.1 The Client shall acquire ownership of the delivered goods upon their handover.

8.2 An extended or expanded retention of title by the supplier is not recognized.

9 Confidentiality

9.1 The Supplier undertakes to treat all information received in connection with the order or the contract as confidential and to use it exclusively for the fulfillment of the order.

9.2 This confidentiality obligation shall remain in force even after termination of the contractual relationship.

10. Data protection

Data protection The Supplier agrees that the Client may electronically store the Supplier's personal data required within the scope of the business relationship and the contracts concluded with the Supplier and use such data solely for its own purposes within the Client's group of companies. Further agreements on data protection shall be regulated in separate agreements if necessary.

11. social responsibility - compliance

The supplier submits to the "Code of Conduct of Leysser Sanitär Heizung Fliesen GmbH".
Download Code of Conduct: <https://www.leysser.de/aeb>

12. final provisions

12.1 Amendments and supplements to these GPC must be made in writing.

12.2 Should individual provisions of these GPC be or become invalid, this shall not affect the validity of the remaining provisions.

12.3 The law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

12.4 The place of jurisdiction is the registered office of the client.

Version: 01.07.2024