Our „general purchasing terms (AEB)“ are exclusively valid for commercial companies, juristic persons of public law or public fund assets. The exclusively basis of our AEB even if the written order confirmation from the seller contains contrary sales conditions.

Offers and consultation from the seller are not binding for us and are free of charges. The seller is obliged to inform himself sufficiently about the details which have an influence on the execution of the proposal or the object of the order.

1. Order allocation
1.1 The order are generally valid if they are issued on our forms and are signed by the company or agreed in the form of supply contract.
1.2 Verbal orders, orders by telephone, telex or electronically issued orders are generally only valid after our written order confirmation, unless our orders transmitted by fax or electronically contain the clause that no written order will follow
1.3 Changes or additions generally require written agreement.
2. Order confirmation
The seller immediately sends back a copy of the written order as an confirmation signed by the company. We are only obliged to adhere to the seller’s terms of delivery if we have if we have expressly acknowledged them in writing. The order delivery is acknowledged of our AEB without any reservation if the seller is recognized to commerce performing the order after receipt of the written order.

3. Prices
3.1 The prices are fixed prices and based on DDP terms including Packaging, preservation, with uninsured delivery to the stated location according to most current version of the Incotermos
3.2 If prices and conditions are not already mentioned in our order, the order is valid once a written agreement regarding the prices has been issued or when we expressly declare that the usual fee ($ 632 sec. 2 BGB) is to be seen as agreed.
3.3 The seller is aware that we use the agreed prices as a basis for our price calculation. Unless our reservation is violated, the seller is obliged to carry out follow-up orders at he agreed prices. The seller may only request an adaptation of the prices if a fundamental change to the costs relevant for the delivery objects for upto10 years from the date of delivery at the standard markets on request an increase for the relevant costs factors. The type and extent of the adaptation is determined with the appropriate discretion (315 BGB).

4. Payment instructions
4.1. If the seller recognizes that the agreed deadlines cannot be upheld, he must inform us immediately. The obligation to comply with the agreed deadlines remain unaffected.
4.2. The seller delays we reserve the right to apply a penalty for each calendar day delayed after the agreed delivery date at a sum of 0.2% up to max. of 5% of the value of the total order or to demand replacement of the concrete damages caused by the delay. If we apply the aforementioned flat penalty rate at first this does not stop the damages caused by the delay which are then to be added to the penalty charge. We are not obliged to make the seller aware of any delay. The delay penalty does not count as wavered if the delivery object is delivered or partially accepted with reservation and/or is paid.
4.3. Upon delivery before the stipulated delivery date, which is only permitted with our agreement, the connected periods start with the originally agreed delivery date.
4.4. Compliance with the delivery date is impossible due to force majeure or adjustments made by us the seller must notify us in writing. We use our discretion (§315 BGB) to decide whether and for which amount of time the deadline will be extended
4.5. Circumstances involving force majeure are only unavoidable circumstances which were not present upon entering the contract such as wars and natural catastrophes. Strikes, theft, casting rejects, supply shortages or delays caused by the suppliers are not examples of circumstances with force majeure.

5. Dispatch instructions
All of the delivery and dispatch instructions provided by us as well as the material information for packaging are to be regarded. The packaging is to be limited to the extended requirement to protect the goods and may only be made of environmentally friendly and recyclable materials. If no other arrangements are made in writing, the packaging is to be taken back free of charge. Costs which we incur due to ill consideration of the delivery, dispatch and packaging instructions will be covered by the seller.

6. Transfer/acceptance
6.1. The seller is aware that we are unable to inspect the delivery objects immediately upon transfer or acceptance for defects, type and quantities. The seller therefore waives the obligation for the compliance of the inspection and defects notice in the sense of §§ 377, 378 HGB through us.
6.2. The seller gives the opportunity to undertake a former inspection of the goods in the seller’s factory. The execution of such controls is not connected to an obligation to accept the goods. If these controls can prove extra costs, the costs are to be charged by the buyer. We do not accept damages caused by the delays with the personal costs of third parties. In the case of repetitions which are the fault of the seller, all of the resulting costs are covered by the seller.
6.3. If the delivery object is a built into a unit which is to be delivered to us through a third party, the liability for damages and the guarantee (according to fig. 7) takes place when the complete unit is accepted on the third party’s premises.

7. Damage liability and guarantee
7.1. If the purchased object is service, the seller is initially liable for this according to the agreement made. This is subject to legal conditions of the purchase or order contract laws as well as the trading terms valid at our location and the relevant valid legal instructions. The guarantee period is 24 months after acceptance of the complete unit in the third party’s premises. Different from § 635 BGB, we are entitled to choose between redelivering goods to eliminate the defect or to demand the delivery of goods of defects.
7.2. The seller is responsible for the replacement and expendable parts for the delivery objects for up to10 years from the date of delivery at the standard markets prices and delivery times.

7.3. The seller expressly guarantees that though acceptance of the order that the delivery objects are not subject to any third party rights and especially third party protective rights. The seller must also fee is if any third party claims. Should any third party rights be made valid, the seller must replace all damages occurring. In the case of establishment of the injury to third party rights, the seller accepts the liability to either satisfy the demands of the patent owner or to alter the delivery objects sufficiently upon this own costs so that the injury to protection rights is eliminated, without the originally agreed goods or guarantee and services are not impaired. The additional liability of the seller remains unaffected.
7.4. Any other transferred guarantees are the responsibility of the seller according to legal conditions.

8. Cancellation
8.1. Cancellation. We have the right to completely or partially step back fro the contract even without any fault of the seller. In such a case, we are obliged to pay the seller. The contractual price proportional to the delivered service and goods and to replace any proven costs low upon receipt of the notification cancellation of the contract. Further claims, for whichever reason, are excluded.
8.2. Insolvency
We are entitled to the immediate cancellation of an order if an insolvency process is taking place against the assets of the seller.
8.3. Discontinuation of the execution of the contract.
We have the right to demand the seller to discontinue execution of the order process at any time to third parties. The seller is obliged to pay a penalty at a sum of 5% of the order value for any infringement. In addition, we are authorized to demand replacement of damages which are appropriate to the afore mentioned contractual personal legal liability.
8.4. Place of execution, party, jurisdiction and applicable law
8.5. The order of extra info sheets which technical or commercial contents are an integrated part of the order.
8.6. The following order of ranking is valid for any conflicts in the order documents and our AEB’s.
1. The order text including any attachments
2. Our “general purchasing terms” (AEB).
3. Place of execution, party, jurisdiction and applicable law
11.1. Place of execution for deliveries and services is the destination for payments which is the main location of Andritz Kaiser GmbH, Bretten.
11.2. In the case of ineffectiveness of the individual contractual clauses other clauses remain binding.
11.3. The court of jurisdiction is Bretten. We can however begin proceedings against the seller in his general court of jurisdiction.
11.4. The laws of the Federal Republic of Germany are valid. The contractual relationship is a regulated according to the civil law book (BGB) and the trade law book (HGB) in the Federal Republic of Germany. The validity of the UN treaty for the international sale of goods do (CISG)
12. General
12.1. Any materials provided by us will be stored by the seller free of charge until use is required, they remain our property and may not be used for other purposes. This retention of title is also valid in the case or processing or producing. The guarantee obligation of the seller for the extent of his delivery as well as the complete construction and the functionality is not effected by our additional orders.
12.2. If fundamental parts of the purchase goods or production are delivered by sub-suppliers the seller must inform us in advance and request our permission.
12.3. We and/or our customers and/or our representative third parties have the right to check the progress and/or production status at all times during normal hours of business.
12.4. Our AEB are valid for purchasing, production and all other supply contracts.

Under the previously mentioned term “seller”, the company, the production supplier or any other supplier can also be understood.