1. Scope of application

These General Terms and Conditions of Purchase are an integral part of contracts for the supply of goods and services between the supplier (hereinafter referred to as “Supplier”) and KLEBCHemie M. Becker GmbH & Co. KG. All offers and contracts, including those concluded as of 10.07.2020, will be deemed to have been accepted if the Supplier does not express its object to the contrary in writing. 

2. Contract contents

These General Terms and Conditions of Purchase, shall also apply to future contracts with the Supplier. They also define the contract content in the event of deviations from the order. 

3. Formation of contract

The contract is entered into at the date of the order. If confirmation is not sent by post or in writing within seven working days after the order is executed, it is deemed to be executed, including in part. 

4. Performance

The Supplier shall explicitly point out any deviations from the Purchaser’s inquiry in its offer and additionally offer other offers. If the terms and conditions of purchase or the general conditions of the Purchaser are not accepted, the Supplier shall explicitly point out any deviations from the Purchaser’s inquiry in its offer and additionally offer other offers.

5. Prices

Purchaser shall be liable for any non-compliance with the contracts, including any delays, and the corresponding claims, if the Supplier has not been advised of the delay in time or it has been advised but has not been given the opportunity to change the terms and conditions of the contract. In particular, the Supplier reserves the right to withdraw from the contract, at any time, if the delivery date cannot be adhered to. 

6. Payment

The Supplier reserves the right to withdraw from the contract, at any time, if the delivery date cannot be adhered to. 

7. Invoices, terms of payment

Purchaser shall pay the Supplier’s invoice within thirty days of delivery. 

8. Transfer of risk

The Purchaser shall indemnify the Supplier against such damages resulting from a breach of contract. 

9. Subsidiaries

The Purchaser reserves the right to withdraw from the contract, at any time, if the delivery date cannot be adhered to. 

10. Deliveries

The Supplier reserves the right to withdraw from the contract, at any time, if the delivery date cannot be adhered to. 

11. Access and vehicle access to the Supplier’s premises

Purchaser shall pay the Supplier’s invoice within thirty days of delivery. 

12. Limitations of liability

If the damages result from a delay, the Supplier reserves the right to withdraw from the contract, at any time, if the delivery date cannot be adhered to. 

13. Claims

The Supplier reserves the right to withdraw from the contract, at any time, if the delivery date cannot be adhered to. 

14. Security rights

The Supplier reserves the right to withdraw from the contract, at any time, if the delivery date cannot be adhered to. 

15. Change of addresses

Purchaser shall pay the Supplier’s invoice within thirty days of delivery. 

16. Confidentiality

Purchaser shall pay the Supplier’s invoice within thirty days of delivery. 

17. Base

Purchaser shall pay the Supplier’s invoice within thirty days of delivery. 

18.b) Purchasing and delivery

Purchaser shall pay the Supplier’s invoice within thirty days of delivery. 

19. Dispute resolution

Purchaser shall pay the Supplier’s invoice within thirty days of delivery. 

20. Notice of termination

Purchaser shall pay the Supplier’s invoice within thirty days of delivery. 

21. Audio recording of telecommunication

Purchaser shall pay the Supplier’s invoice within thirty days of delivery.
cause. If the Supplier assigns contrary to the terms of this provision, the Purchaser shall, at its discretion, be entitled to pay the Supplier or the third party.

16. Technical capital equipment
When ordering technical capital equipment, the Purchaser is entitled to monitor the execution of the order at the premises of the Supplier and its suppliers at any time. The equipment, resources and services required for the test shall be provided by the Supplier free of charge. Such monitoring does not release the Supplier from the contractual obligations and performance obligations entered into and does not deprive the Purchaser of the right to raise any defects found subsequently. If the Supplier does not produce the goods or services mainly within its own business, it must immediately notify the Purchaser of this before the start of production and obtain Purchaser’s consent.

17. Compliance with the provisions of the German Minimum Wage Act (MindestlohnGesetz or “MiLoG”)
The Supplier warrants that payment of the statutory minimum wage is ensured by it or its subcontractor or service provider, within the meaning of the MiLoG. Upon request, the Supplier shall submit the relevant evidence thereof to the Purchaser without undue delay. The Purchaser shall also be given the opportunity to carry out checks at any time on a sample basis and to perform its own checks of the Supplier’s compliance with the minimum wage provisions. In the event of a breach of the minimum wage payment by the Supplier or a subcontractor or service provider engaged by it, the Supplier undertakes to notify the Purchaser without undue delay, to terminate the underpayment immediately and to make appropriate supplemental payments, thus to take immediate remedial action. In addition, the Supplier undertakes to indemnify the Purchaser against all direct claims by authorities or third parties in full. The Purchaser has the right to make this payment itself and then to recover it from the Supplier.

18. Child, Forced and Bonded Labor
18.1 The Supplier and its subcontractors shall not use child labor. Proof of age must be available for all employees and shall be provided to the Purchaser immediately upon request. The Purchaser shall also be allowed to conduct random checks at any time and to verify compliance with national and international laws and regulations concerning the rights of children.

18.2 The Supplier and its subcontractors shall not use forced, prison or bonded labor. In the event of a breach of this provision, the Supplier shall be entitled to extraordinary withdrawal or termination, without notice, from all legal transactions existing with the Supplier and cancellation of all negotiations.

19. Compliance
The Supplier shall ensure that the supplies and services for which it is responsible comply with the Corporate Compliance Policy of KLEIBCHEMIE (available at www.kleberit.com). The Supplier shall fulfill its obligations according to law and regulations and shall undertake no actions or do anything which could lead to criminal liability for fraud and breach of trust, insolvency, competition law offences, the granting of an advantage to or corruption of persons employed by the Purchaser or other third parties. Purchaser shall be, to assure compliance, entitled to perform audits at the Supplier. Any breach of this provision shall give the Purchaser an extraordinary right to terminate or rescind all legal transactions with the Supplier and to terminate all negotiations.

20. Final provisions - Applicable law - Jurisdiction
20.1 References to the business relationship with the Purchaser for the Seller’s advertising may only be made with the written permission of the Purchaser.

20.2 If individual provisions of these terms of purchase or a contract based thereon are deemed invalid or incomplete, this shall not affect the validity of the remaining provisions. The parties hereto are obliged to agree on a new provision coming the closest to the purpose of the invalid or incomplete provision.

20.3 The place of performance for all obligations arising from these terms and conditions of purchase is exclusively Karlsruhe. Jurisdiction for all disputes arising from all current or future transactions, including bills of exchange or checks infoster as legally permissible, shall be vested in the courts of Karlsruhe, unless otherwise agreed. The Purchaser is also entitled to bring an action at the registered office of the Suppliers.

20.4 The relations between the Purchaser and the Supplier shall be exclusively governed by the law of the Federal Republic of Germany, but without any application of the provisions of the United Nations Convention on International Sales of Goods (CISG) and private international law.

Last update: 04/2018