Purchasing Conditions for the KARL Group

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1. General

The purchasing conditions of the KARL Group shall apply exclusively.
For merchants, the following conditions shall also apply to all further contractual relationships with us, insofar as the respective contract pertains to the operation of their business.
The client is to be understood as per the order and is thus a member of the KARL Group, including all affiliated and non-affiliated companies.
Contrary or differing terms and conditions of the contractor shall only be recognized if we have expressly agreed to them in writing.
Acceptance of goods or services from the supplier, or payment thereof, does not constitute consent to differing terms and conditions of the contractor.
The purchasing conditions shall also apply to future goods and services ordered by us unless otherwise agreed in writing.

2. Contract Conclusion

The contractor must confirm our orders immediately, no later than 5 working days after receipt. Otherwise, we are entitled to withdraw.
Timely order confirmation is determined by receipt at our premises.
A confirmation deviating from our order shall be considered a new offer and requires our explicit written acceptance.
Delivery calls within a framework order and call-off planning become binding if the supplier does not object within two working days of receipt.
We are entitled to withdraw from individual orders and call-offs at any time by written notice stating the reason if we can no longer use the ordered products in our business operations due to circumstances arising after the contract conclusion, particularly changes in technical, economic, or legal conditions for the use of the ordered goods. Already rendered partial services will be compensated.

3. Price

The price stated in the order is binding.
If no prices are specified in the order, we reserve the right to confirm the price even if the order execution has already begun.

4. Delivery and Transfer of Risk

Agreed dates and deadlines are binding.
Timely delivery is determined by the receipt of goods at the destination specified by the client, even if shipment has been agreed.
If no “free house” or “free construction site” delivery has been agreed, the supplier must provide the goods in due time considering the time required for the forwarder.
In case of delivery delays, statutory provisions apply.
The client must be informed immediately of production difficulties, delivery delays, or similar circumstances.
Unconditional acceptance of late or incomplete deliveries does not constitute a waiver of claims for damages.
Unless otherwise agreed in writing, delivery shall be “free house” or “free construction site.”
The supplier bears the risk of loss or damage even if shipment is agreed until acceptance of the goods by us or our agent at the contractually agreed delivery location.
The place of performance is the delivery address stated in the order.
For material deliveries to construction sites, acceptance always occurs subject to subsequent inspection.
The supplier or its vicarious agent must have the delivery note signed by the client or its agent for each delivery. Electronic signatures on delivery notes are recognized.
Energy-relevant criteria are considered when selecting suppliers and external service providers to promote sustainable and resource-efficient collaboration.
Delivery delays entitle us, after prior written warning, to claim a contractual penalty from the supplier of 1% of the respective order value for each commenced week of delay, up to a maximum of 5%.
The supplier may prove that no or only a lesser damage occurred.
The supplier undertakes to acknowledge and comply with our Code of Conduct in its currently valid version, including principles for the protection of human rights and requirements for environmental and resource protection along the supply chain.

5. Warranty and Liability

a. Warranty

The contractor guarantees that all goods supplied or services provided comply with legal requirements and, where necessary, the state of the art.
If deviations are necessary in individual cases, the contractor must obtain our written consent and inform us immediately of the necessity of the deviation.

b. Claims for Defects

The statutory provisions regarding material and legal defects apply unless otherwise stated below.
Regardless of guarantees under Section 5a), the contractor is liable that the goods or services delivered do not have defects that reduce their value or suitability.
Acceptance of the delivery or service is always subject to inspection for defects, accuracy, and completeness.
The duty to inspect and notify of defects follows § 377 HGB but is extended to at least 14 calendar days after receipt/acceptance.
Hidden defects must be reported immediately after discovery.
The supplier expressly waives the objection of late notification of defects if made within the aforementioned periods.
Upon request, the supplier must issue a certificate of quality for the delivered goods.
Claims for defects expire according to statutory limitation periods.
The right to choose the type of subsequent performance rests with us.
The supplier may refuse our chosen method only if it involves disproportionate costs.
If the supplier does not begin rectifying the defect immediately upon our request, we are entitled in urgent cases to remedy the defect ourselves or have it remedied by a third party at the supplier’s cost.

6. Payment Terms, Assignment, and Set-Off Prohibition

Unless otherwise agreed, we settle invoices with a 3% discount.
Invoices must contain all information required for input tax deduction or, for construction services, the correct tax rate.
Missing or incorrect information delays processing and extends payment terms accordingly.
Each invoice must also include our order number and cost center.
Without our prior written consent, the supplier may neither assign claims or obligations nor collect them through third parties, nor set off claims except with legally established counterclaims.
We are entitled to withhold payments or declare set-off to the legally permissible extent.

7. Retention of Title, Provision of Materials

Extended or expanded retention of title by the supplier requires express written agreement.
Materials provided by us remain our property and may only be used as intended.
In case of mixing or processing, we acquire co-ownership of the new item proportionate to the value of our provided materials.

8. Documents and Confidentiality

All technical or commercial information/documents made available to the supplier must be kept confidential as long as they are not publicly known.
This also applies to supplier employees unless directly necessary for delivery purposes.
Employees must be bound to confidentiality.
Provided information/documents remain our exclusive property.
Transfer to third parties, reproduction, and use without our written consent is prohibited.
Upon request, all provided information/documents, including copies, must be returned or destroyed.
The supplier may only advertise its business connection with our prior written consent.

9. Intellectual Property Rights

The supplier guarantees that delivery and use of supplied items do not infringe third-party rights worldwide.
Otherwise, the supplier indemnifies us against claims and reimburses necessary expenses.
Our statutory warranty rights remain unaffected.

10. Export Control, Customs

The supplier shall maintain all necessary certificates of origin, supplier declarations, and official confirmations for customs inspection.
If the declared origin is not recognized due to the supplier’s intent or negligence, the supplier must compensate the resulting damage.
The supplier must comply with all applicable national and international export, customs, and foreign trade regulations, including sanctions and dual-use goods.
Required permits must be obtained by the supplier unless the applicable law assigns responsibility to the buyer or a third party.
The supplier must provide all information required for compliance with foreign trade law at least 1 day before delivery.
In case of changes, the supplier must notify us as soon as possible, but at the latest 1 day before delivery.
The supplier bears all costs and damages resulting from missing or incorrect export control or foreign trade information.

11. Final Provisions

If any provision of these conditions or further agreements is invalid, the validity of the remaining conditions remains unaffected.
Contracting parties shall replace invalid provisions with economically equivalent provisions.
German law exclusively applies, excluding conflict of law rules and the UN Sales Convention (CISG).
Place of performance for delivery is the address stated in the order.
Place of performance for payments is our head office in 94491 Hengersberg.
Exclusive jurisdiction for disputes arising directly or indirectly from contracts under these conditions is Deggendorf.
We are also entitled to sue the supplier at the court of its registered office, branch, or place of performance.
Processing of order data is subject to GDPR compliance.