

CONDITIONS OF PURCHASE OF REINHOLD KELLER GmbH

1. Validity

1.1 These Conditions of Purchase apply to all deliveries and services provided by our suppliers. They form an integral part of all contracts concluded between Reinhold Keller GmbH and its suppliers.

1.2 The terms and conditions of our suppliers or third parties shall not apply, even if we do not expressly object to them. The acceptance or payment of deliveries does not constitute agreement to the supplier's terms and conditions.

2. Orders and contracts

2.1 The contract is concluded by an order on our part (offer) and a written confirmation from the supplier (acceptance). If the supplier does not accept the order within one week of receipt, we are no longer bound by the order. The date of receipt of the written confirmation by us is decisive for timely acceptance. The supplier is also obliged to inform us of any obvious errors or omissions in the order and the order documents before acceptance.

2.2 We are entitled to change the time and place of delivery at any time by giving written notice at least one calendar day before the agreed delivery date. We shall reimburse the supplier for any proven and reasonable additional costs incurred as a result of this change, provided that the supplier informs us of the expected additional costs in writing in good time, but at least within 2 working days of receipt of our notification.

2.3 We are entitled to withdraw from the contract at any time by written declaration, stating the reason.

3. Prices and terms of payment

3.1 The price includes all services and ancillary services provided by the supplier that are necessary for delivery to the delivery address specified in the contract, unless otherwise agreed in writing.

3.2 Invoices must contain all information in accordance with Section 14 UStG (German Value Added Tax Act) Paragraph 4, as well as the following additional information:

Project number (e.g., 10-xxxxxx, 20-xxxxxx)

Order number (e.g., 10-150xxxx, 20-150xxxx)

Orders must be invoiced individually. A summary of several orders will not be accepted. Invoices must be submitted by email to: rechnungseingangrk@reinhold-keller.de together with the signed delivery note.

3.3 If one or more pieces of information are missing or the signed delivery note is not available, causing a delay in processing within the scope of our normal business operations, the payment deadlines specified in paragraph 2 shall be extended by the period of the delay.

4. Delivery time and delivery

4.1 The delivery date specified in our order is binding and represents a fixed date that is binding.

4.2 The supplier is obliged to inform us immediately in writing if circumstances arise or become apparent that mean the delivery date cannot be met.

4.3 In the event of a delay in delivery, we shall be entitled to the full extent of our statutory rights.

5. Warranty claims

5.1 In the event of defects, Reinhold Keller GmbH is entitled to the statutory warranty claims.

6. Transport damage

6.1 The supplier bears full responsibility for all transport damage that occurs during the transport of the goods. This includes damage caused by improper handling or external influences.

6.2 The supplier is obliged to take out transport insurance.

7. Confidentiality

7.1 The supplier undertakes to treat the terms and conditions of the order and all information provided to it by us as confidential and to use it exclusively for the execution of the order.

7.2 The supplier shall oblige its subcontractors to comply with this § 7.

8. Force majeure

8.1 We are entitled to withdraw from the contract in the event of force majeure and exceptional circumstances such as war, strikes, epidemics, or other unforeseen events that lead to significant operational disruptions. The same applies if our supplier is unable to meet the delivery date due to these events.

9. Severability clause

9.1 Should any provision of these AEBS be invalid, the validity of the remaining provisions shall remain unaffected.

10. Place of performance and jurisdiction

10.1 The place of performance and exclusive place of jurisdiction for all disputes arising from the contractual relationship is the registered office of Reinhold Keller GmbH in 63924 Kleinheubach.

10.2 The contracts concluded between us and the supplier are subject to the law of the Federal Republic of Germany.