

The "General Terms and Conditions of Delivery of the ZVEI for Products and Services of the Electrical Industry – Green Terms and Conditions of Delivery" in the 2018 version issued by the ZVEI (hereinafter referred to as the "Green Terms and Conditions of Delivery" – available on our website www.kaiser-elektro.de), as well as the following supplementary terms and conditions of KAISER GmbH & Co.KG, shall apply to all our business relationships with our customers ("Customers"). In the event of unintended contradictions, our supplementary terms and conditions shall prevail.

Deviating, conflicting or supplementary general terms and conditions of the customer shall only become part of the contract if and insofar as we have expressly agreed to their validity. This requirement of consent shall apply in any case, for example even if we carry out the delivery to the customer without reservation in the knowledge of the customer's GTC.

1. Orders, scope of deliveries or services

The order of the goods by the buyer is considered a binding offer of contract. Unless otherwise stated in the order, we are entitled to accept this contractual offer within 4 weeks of its receipt by us. Acceptance can be declared either in writing (e.g. by order confirmation) or by delivery of the goods to the customer.

The scope of the deliveries or services shall be determined by the written declarations of both parties (Article I No. 1 of the "Green Terms of Delivery"). In addition to the "Green Terms of Delivery", the following shall apply: If a contract has been concluded without such mutual declarations being available, either the written order confirmation of the supplier or service provider (hereinafter referred to as "Supplier"), or, if no such confirmation has been issued, the written order of the Customer shall be decisive. Individual agreements made with the Customer in individual cases (including ancillary agreements, supplements and amendments) shall take precedence in all cases. Subject to proof to the contrary, a written contract or our written confirmation shall be authoritative for the content of such agreements.

2. Prices and payment terms

Supplementary to Article II of the "Green Terms of Delivery" the following shall apply:

The catalogue prices are recommended retail prices and do not include statutory VAT in euros. The prices of brass products are subject to certain fluctuations, which are based on the respective DEL quotation. The prices are based on a metal quotation of €150.00/100kg brass MS58 (lead). If this price changes by more than €15 upwards or downwards, a one per cent surcharge or discount will be applied for every 15 points. The average metal price of the previous quarter on which we received the order is used as the basis for calculating the surcharges or discounts. You can find the current market quotation of MS58 lead, for example, at the following link: www.westmetall.de

You can find our current range prices, without taking into account a possible surcharge or discount, at: www.kaiser-elektro.org/preise
If no other terms of payment have been agreed, 10 days shall apply ./.
3% discount, 30 days net, in each case from the date of invoice.

3. Value added tax

1. The Customer assures the correctness of the details of their address and VAT number. If a delivery is treated as taxable due to deficiencies in the address or VAT number details, the Customer will reimburse the tax payable by us.
2. In the event of a VAT-exempt intra-Community delivery pursuant to Sections 4(1)(b) in conjunction with Section 6 a of the Turnover Tax Act (UStG), the Customer is obliged to submit a confirmation of receipt upon request, which complies with the principles of Section 17a Turnover Tax Implementing Regulation (UStDV). If the Customer does not fulfil their obligation within 30 days of our request, the value added tax can be charged subsequently. Ownership of the object of purchase shall remain reserved until receipt of the confirmation of receipt or until payment of the subsequently invoiced turnover tax. The retention of title according to Article III of the included "Green Terms of Delivery" issued by the ZVEI as well as Clause 4 of these supplementary conditions shall not be affected by this.

4. Retention of title

Supplementary to Article III of the "Green Terms of Delivery" the following shall apply:

If external storage capacities are to be used for goods delivered under retention of title, this must be notified to the Supplier. The Customer shall ensure by individual agreement with the warehouse keeper that any liens on the goods owned by the Supplier do not come into existence. Upon delivery, the warehouse keeper shall be informed in writing that the goods in question are the property of the Supplier and shall only be stored with the Supplier on condition that a warehouse keeper's lien is avoided.

5. Shipping

The prices apply to delivery conditions ex works with acceptance of closed shipping cartons free of packaging costs. Opened packaging units cause a surcharge of 5.00,- Euro per packaging unit, regardless of the order amount. Orders for closed delivery within the Federal Republic of Germany with a net value of 800 euros or more shall be delivered free of charge. For small orders under 100.00,- Euro net order value we charge a processing surcharge of 35.00,- Euro net. At the request and expense of the Customer, the consignment shall be insured by the Supplier against breakage, transport and fire damage.

6. Returns

Goods can only be returned in exceptional cases and only after our approval. The Customer's statutory right of withdrawal remains unaffected by this. In the event of non-notification, returns will also not be accepted by our delivery warehouses and will be returned at the sender's expense. You can find our return conditions at www.kaiser-elektro.org/retouren.

7. Liability for defects

Articles VIII to XII of the "Green Terms of Delivery" issued by the ZVEI apply to our liability for material defects and defects of title.

8. Place of performance, choice of law and place of jurisdiction

1. The place of performance for our deliveries and any subsequent performance is Schalksmühle.
2. These Supplementary Terms and Conditions and the contractual relationship between us and the Customer shall be governed by the laws of the Federal Republic of Germany to the exclusion of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.
3. If the Customer is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive – also international – place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is our registered office in Schalksmühle. The same shall apply if the Customer is an entrepreneur within the meaning of Section 14 of the German Civil Code. However, we are also entitled in all cases to bring an action at the place of performance of the delivery obligation in accordance with these GT&Cs or a prior individual agreement or at the Customer's general place of jurisdiction. Overriding statutory provisions, in particular on exclusive competences, shall remain unaffected.

General notes

1. With the publication of this catalogue, all previous editions become invalid.
2. This edition contains only KAISER standard programmes. Special programmes and developments on request.
3. Further foreign language KAISER catalogues are available on request.
4. Technical advice provided by us is given to the best of our knowledge and is deemed to be non-binding. Installers of electrical installation systems remain responsible for selecting suitable installation boxes, their materials and for proper installation in terms of safety.

Last updated 11/2023

Errors and technical modifications excepted.

The current terms of delivery and payment terms can be found on our website at: www.kaiser-elektro.de