

ALRE-IT Terms and Conditions of Sale and Supply (Updated 2022)

1. General

In addition to the General Terms and Conditions of Delivery for Products and Services of the Electrical Industry and the Green Terms and Conditions of Delivery as of 2018 (hereinafter referred to as 'GL'), the following provisions shall apply to all business relations with our customers who are contractors, legal entities under public law or special funds under public law (hereinafter referred to as 'Customer'). These can be viewed and downloaded on our website at www.alre.de. We are the 'Supplier' as defined by the GL.

2. Quotations

2.1. Our offers are subject to change and without obligation, unless we have expressly designated them as binding.

2.2. Declarations of acceptance and purchase orders need our written confirmation for them to become legally valid; the same applies to supplements, changes and subsidiary agreements. Drawings, illustrations, dimensions and other performance data are only binding if they are agreed expressly in writing.

3. Prices and price adjustment

3.1. In addition to the regulations in Art. II (1) of the GL, freight, insurance and customs costs are not included in the prices.

3.2. Price changes caused by changes to the contract product or by changes to the requirements of the contract product are negotiated and determined on the basis of a joint cost analysis.

4. Deadlines for delivery / delay

In addition to the regulations in Art. IV (2) of GL, we will inform the Customer immediately if the service is not available within the extended delivery periods. In this case we shall be entitled to withdraw from the contract in whole or in part. Any consideration already rendered by the Customer shall be reimbursed by us without delay. The case of non-availability of the service in this sense shall include in particular the failure of our suppliers to deliver to us on time if we have concluded a congruent hedging transaction or if neither we nor our suppliers are at fault.

5. Liability

5.1. In principle, our liability is based on GL, in particular Art. XII.

5.2. Deviating from Art. IV (4) and Art. XI (1), and in addition to Art. VIII (10) and Art. XI (1) of GL, we, our legal representatives, executive employees or agents shall be liable under this contract for minor negligence in the event of a breach of an 'essential' obligation under this contract. 'Essential' obligations are those obligations which are necessary for the performance of the contract and the breach of which would jeopardise the achievement of the purpose of the contract and on the observance of which the Customer may therefore regularly rely. In these cases liability is limited to typical and foreseeable damages.

6. Packaging

The packaging will not be taken back, unless this is required by law.

7. Terms of payment

In addition to Article II of GL, the following provisions shall apply:

7.1. Our invoices are payable within 30 days from the date of invoice. For payment within 14 days we grant a discount of 2%.

7.2. The Customer shall be in default upon expiry of the aforementioned payment period. The amount to be paid shall bear interest during the period of default at the applicable statutory default interest rate. We reserve the right to assert further claims for damages caused by default.

7.3. We are entitled to make a delivery in whole or in part only against advance payment or cash on delivery. We will declare corresponding reservations at the latest with the order confirmation.

7.4. If it becomes apparent after conclusion of the contract (e.g. by filing for insolvency proceedings) that our claim to payment is at risk due to the purchaser's inability to pay, we shall be entitled – if applicable, after setting a deadline (Section 321 of the German Civil Code – BGB) – to withdraw from the contract in accordance with the statutory provisions on refusal of performance.

7.5. The Customer shall only be entitled to retention rights to the extent that his claim has been legally established or is undisputed. In the event of defects in the delivery, the Customer's counter rights, in particular the rights under Art. VIII (4) of the GL, remain unaffected.

8. Material defects

8.1. Supplementary to Art. VIII of GL, the purchaser's claims for defects presuppose that it has complied with its statutory obligations to inspect and give notice of defects (Sections 377, 381 of the German Commercial Code – HGB). The Customer must inspect the goods immediately after delivery. Obvious defects must be reported in writing by the Customer immediately, on the 7th day at latest. If a hidden defect only becomes apparent at a later date, the Customer must nevertheless notify us of this in writing immediately after becoming aware of it.

8.2. Supplementary to Art. VIII of GL, there shall be no warranty claims if our operating or assembly instructions are not followed, changes or repair work are carried out on our products or parts are replaced or our products are used contrary to the contractually stipulated suitability. The same applies if the purchaser, in a manner that is not transparent to us, joins, mixes or processes our products, contrary to their normal and / or usual suitability, with his products or products of third parties, or uses our products contrary to the state of science and technology, or in any other manner contrary to their normal and / or usual suitability.

8.3. Technical data on our products in offers, catalogues and other product descriptions has been determined by us in a suitable test environment (we will be happy to provide information on request) and represents the sole basis for agreed quality. Testing for suitability for the purpose intended by the Customer or for the use of the part under specific usage conditions is the responsibility of the Customer; we do not provide any kind of guarantee.

8.4. Subsequent performance does not include the removal of the defective item or its re-installation if we were not originally obliged to install it.

8.5. Deviating from Art. VIII 8 and 9 of GL, we shall bear or reimburse the expenses necessary for the purpose of subsequent performance, in particular transport, travel, labour and material costs in accordance with the statutory provisions, if a defect actually exists.

Otherwise, we may demand compensation from the buyer for the costs (in particular testing and transport costs). No. 8.1 remains unaffected.

9. Use of the b@home system

The Terms of Use available on our website at www.alre.de apply for the use of the b@home portal and the b@home app including the updates ('b@home system'), which are made available to the Customer by us. Should the Customer use the b@home system for a company, he accepts the validity of these terms of use in a legally binding manner for this company.