1. General

1.1 This version of the General Conditions of Purchasing (hereinafter “GCP”) replaces all previous versions. Specific agreements previously entered into between the companies of the Griesser Group and the supplier take priority. These GCP take priority over the General Terms and Conditions of Business of the Griesser Group.

1.2 These GCP apply to all purchasing contracts, delivery contracts and service contracts entered into by the Griesser Group (hereinafter “we/"us") with suppliers worldwide, insofar as no special written contractual agreements have been made or any mandatory statutory provisions must be followed. Any contractual agreements at variance from these GCP must be expressed in the written form. To the extent that the suppliers’ General Terms and Conditions of Business or General Terms and Conditions of Sale contradict these GCP, they are inapplicable.

1.3 Terms in these GCP referring to "goods", are also applicable mutatis mutandis to data and software programs, and also to services.

2. Offer / conclusion of contract

2.1 The statements regarding quality and specifications in our inquiries

2.2 Our written orders are binding. Insofar as the supplier has not objected in writing to an order within three working days, the conditions and due dates listed or mentioned therein are considered to be accepted.

2.3 Verbal orders from us are binding only when immediately confirmed in writing.

2.4 Unless agreed otherwise in writing, prices stated by the supplier remain binding for at least 6 months from the date of communication.

3. Changes

3.1 We reserve the right to make changes to the order at no charge up to three days before the due date of delivery.

3.2 Technical changes and changes to the generation of the goods to be delivered are acceptable to our side only after prior confirmation in writing.

4. Delivery / inspection

4.1 Unless agreed otherwise in the specific case, deliveries to us are DDP Aadorf (Incoterms 2020).

4.2 The supplier is responsible for proper and secure packaging. The supplier undertakes to check the goods for quality and quantity and damage before dispatch.

4.3 Part deliveries will be accepted only with our prior written agreement.

4.4 The delivery periods stated in writing on the order are binding and are understood to refer to delivery at the destination. The supplier is liable for any damages arising from failure to comply with a delivery period or with a delivery date.

4.5 Each delivery shall be accompanied by a delivery note stating our order number, the number of items delivered and (in cases of part deliveries) the delivery quantity outstanding.

4.6 We shall inspect the goods on delivery for quantity and for any obvious defects.

4.7 In the case of services or contracts for work, with our written agreement recourse can be had to subordinate agreements.

5. Warranties and guarantees

5.1 For a period of five years from installation of our end product at the customer the supplier warrants the quality and fitness for purpose of the goods that are supplied.

5.2 The supplier is liable to us for all damages where the cause originates in the defective nature of the product that was supplied. This liability includes amongst other things all indirect and collateral damages and also all court costs and legal representation costs, together with the costs of any recall campaigns which we may deem necessary.

5.3 The supplier accepts liability for all actions of the support staff, subcontractors and contractors whom he engages.

5.4 The supplier undertakes to take out and maintain liability insurance usual in the sector, with sufficient coverage, and he undertakes to produce evidence of this on request.

5.5 The supplier guarantees that he will comply with the specifications and quality that are agreed, assured or in his brochures, and also with all specifications and quality features usual in the sector.

5.6 The supplier is responsible for ensuring that the goods that are supplied comply with all applicable national, international and European regulatory, official or sector-specific standards, and can be installed and used in our products at no risk and without modification. The supplier guarantees that he operates a suitable system of quality assurance that as a minimum satisfies the usual standards for the sector, and he undertakes to provide evidence of this on request. Examples of this are: REACH/RoHS/WEE/P/SG/PhG (list not exhaustive).

5.7 The supplier warrants that during the entire business dealings with us he has satisfied the criteria in accordance with the certificate submit-