
Purchase Agreement Terms

1. Our orders are only binding after written confirmation of the contract. The execution of all orders is exclusively subject to these conditions. Any deviating conditions of the supplier shall only apply if we have expressly and in writing agreed to them. Other deviations are only binding after written confirmation by KST. If individual provisions are found to be invalid, the remaining conditions shall remain in effect.
2. The price specified in the order may not be increased by the supplier due to price changes without prior agreement and approval by the purchaser. If no price is specified in the order, the purchaser reserves the right to approve the price quoted by the supplier within 30 days of receiving the order confirmation.

The order confirmation must also include a binding delivery date as well as details regarding any special conditions and the order number.

3. The supplier must provide a binding delivery date no later than 14 days after the contract is concluded. If the supplier fails to do so, a delivery period of 30 days from the date on the contract shall apply.
The purchaser is entitled to withdraw from the contract by written declaration or to claim compensation for non-performance if the supplier fails to deliver on time despite a reminder and/or written notice of extension.
4. The shipping notice and delivery note must include, the order number, the exact description of the items, individual weights, and dimensions. For rail shipments, the order number must also be stated on the bill of lading. The purchaser reserves the right to reject the shipment at the supplier's expense if the details are incomplete.
5. All ordered parts, machines, and equipment must comply with the latest accident prevention regulations (UVV).
Samples, drawings, and any models provided at the time of contract awarding remain the property of the purchaser and must be returned at the latest with the delivery of the ordered parts.
For the delivery of hazardous goods, the relevant regulations must be observed at all times.
6. Shipping is at the supplier's expense and risk via the cheapest and shortest route. A transport insurance policy has been arranged by KST.
7. Obvious defects may be reported in writing by the purchaser within one week of receipt of the goods, stating the exact details of the observations/non-compliance, but in any case no later than before processing.
Non-obvious defects may also be reported in writing within six months of receipt of the goods, stating the exact details of the observations/non-compliance.
In the case of a justified complaint, the purchaser has the right to demand a replacement or to rescind the contract.
8. Unless special written agreements regarding terms of payment have been made, payment will be made within 14 days with a 2% deduction or at the latest 30 days after the invoice date, net without any deductions.
9. The only place of jurisdiction for all legal disputes related to the contract is Bad Dürkheim, provided that the contractual partner is a fully qualified merchant registered in the commercial registry.