Section 1 General Provisions, Scope

(1) The General Terms and Conditions of Sale and Conditions of Deliver of Sonepar Deutschland GmbH and its
(hereinafter referred to as “Sonepar Terms and Conditions of Sale”)

Section 2 Price

(1) Unless otherwise agreed, the purchase price is due without any deductions immediately upon delivery of the goods.

Section 3 Prices and Terms of Payment

(1) Unless otherwise agreed, the purchase price is due without any deductions immediately upon delivery of the goods.

Section 4 Packaging

(1) Parties agree on the return of packing material to the extent it is suitable and agrees to cooperate.

Section 5 Delivery

(1) In addition, Sonepar shall be entitled to charge a supplementary fee for additional expenditure for each cable reel if
(2) In the event of defect, Sonepar shall be entitled to the subsequent performance, including the repair or mounting of the goods
(3) If a purchase order or delivery order includes several types of goods, Sonepar shall be entitled to deliver the goods
(4) Sonepar reserves the right to effect any amendments and/or extensions of the scope of delivery or performance
(5) If the purchaser has integrated in or takes over the goods, at the time they are received,
(6) If reserved goods are sold alone or together with goods not owned by Sonepar, the purchaser hereby, i.e. at the moment of the sale, waives all claims against Sonepar for the value of the reserved goods.

Section 6 Reservation of Title

(1) Sonepar reserves title to the goods until full payment of the purchase price.

Section 7 Defects, Warranty

(1) The purchaser is obliged to examine the goods for any obvious defects immediately; in all other respects, the provisions of Section 377 of the German Commercial Code (HGB) shall remain unaffected.

Section 8 Additional Provisions

(1) Parties agree to the return of packing and transport costs.

Section 9 General Notes

(1) Parties agree to the return of packing material.

General Terms and Conditions of Sale and Delivery of Sonepar Deutschland GmbH and its
Section 8 Reassignment
(1) Sonepar may rescind the contract of sale for cause at any time up to the handover of the purchased goods to the purchaser.
(2) If the purchaser is responsible for the cause, he shall only be entitled to remuneration of the necessary expenses made up to receipt of the notice of rescission.
(3) If the purchaser is not responsible for the cause, he may only claim from Sonepar the reasonable costs of obtaining the ordered goods from another source (known as purchase of goods in replacement). Any further claims of the purchaser for damages shall be excluded.
(4) A cause as per paragraphs (1) to (3) above exists in particular if Sonepar ceases to be interested in providing the ordered goods.

Section 9 Limitation of Liability
(1) Sonepar shall be liable pursuant to the statutory provisions. If the purchaser asserts claims for damages based on intent or gross negligence, including intent or gross negligence by its representatives or vicarious agents. Moreover, Sonepar shall be liable for any culpable violations of material contractual obligations pursuant to the statutory provisions. In this regard, material contractual obligations are obligations that make proper performance of the contract possible in the first place and compliance with which may be regularly relied upon by the contractual partner. If Sonepar is not charged with intent or gross negligence, the liability for damages shall be limited to the foreseeable damage typically incurred in the case of contracts of this kind. This does not involve a shift of the burden of proof to the detriment of the purchaser.
(2) The liability for culpable injury to life, limb or health shall remain unaffected. Liability under the German Product Liability Act (Produkthaftungsgesetz) shall also remain unaffected.
(3) Any claims for damages in excess thereof, for whatever legal reason, shall be excluded. This shall also apply if the purchaser claims compensation for futile expenses instead of the claim for damages in lieu of performance.
(4) The liability for gross fault as well as for claims for damages based as an instalment to adhere to the specifications of the purchaser shall be subject to the statute of limitations.
(5) In all other respects, any claims for damages shall be subject to the limitation periods of Section 7.10.

Section 10 Reservations of Group Offset
(1) The purchaser agrees that the claims against the purchaser acquired by Sonepar may be assigned to other Sonepar companies.
(2) The purchaser waives his right to Object to Sonepar's specification of the claim to be offset in the case of several claims.

Section 11 Storage of Data
The purchaser agrees that Sonepar may store, process and – insofar as customary and/or required for the fullfilment and handling of the business relationship or for internal analyses – transmit to other Sonepar companies or third parties personal data of the purchaser to the extent permitted by law. Moreover, the data will be used for the maintenance of customer relations unless the purchaser objects pursuant to Act 2. GDPR. Insofar as is necessary and permitted by law, contract data will be transmitted to third parties, in particular to trade credit insurance companies, for the purpose of verifying the credit standing of the purchaser; the results may also be made available to other third parties. Within the scope of order fulfillment, which includes products of selective manufactured or third-party manufactured items, it is regularly required to process personal data (name, address, delivery details) and to transmit it to the manufacturer or a third party contractor by the latter.

Section 12 Export
The deliveries of goods and the provision of services (performance of contract) shall be subject to the proviso that the performance is not hindered by any obstacles based on national or international regulations, in particular export control regulations as well as embargos or other sanctions. The purchaser undertakes to furnish all information and documents required for the export, shipment, import. Any delays due to export inspections or permit procedures shall render any deadlines and delivery periods null and void. If any required permits are not granted, the contract shall be deemed not concluded with regard to the parts concerned; any claims for damages in this respect shall be excluded on the basis of the above failure to comply with time limits and on the basis of the above failure to comply with time limits and on the basis of the above failure to comply with time limits.

Section 13 Compliance
(1) In general and for the duration of the business relationship with Sonepar, the Purchaser guarantees compliance with all applicable laws, rules and regulations, including (but not limited to) all anti-corruption laws and regulations applicable, including all applicable regulations protecting free competition. The purchaser has not committed any prohibited acts, either directly or indirectly, in connection with the business relationship concluded with Sonepar and will not do so in the future. Prohibited actions include promising, offering or giving, or soliciting or accepting any improper advantage or benefit to influence actions in an improper manner.
(2) The Purchaser’s representatives have the right to inspect, audit and make copies of the books and records of the Purchaser in cases of justified doubt that the Purchaser has violated its obligations under Section 13 para. 1, insofar as they relate to the execution of the business relationship with Sonepar. Inspection shall take place to a reasonable extent, at the usual location and during normal business hours.
(3) If the purchaser violates the obligation in Section 13 para. 1, Sonepar is entitled to terminate this contract in writing without notice and without further obligations or liability to the purchaser. The customer will fully indemnify and hold Sonepar harmless from all damages, losses, withholdings of payments, claims and demands of third parties arising from or in connection with the termination.

Section 14 Place of Jurisdiction, Place of Performance, Applicable Law
(4) If Sonepar is a member, legal person under public law or special fund under public law, the place of the registered office of the Sonepar company concerned shall be the place of jurisdiction; however, the Sonepar company concerned shall be entitled to sue the purchaser at the place of his registered office as well.
(5) Unless otherwise provided in the order confirmation, the place of performance shall be the place of the registered office of the respective Sonepar company or its branches.
(6) The relations between the parties shall be governed exclusively by the laws applicable in the Federal Republic of Germany, excluding the provisions of the Uniform Sales Convention.

Section 15 Severability, Applicable Version
Should individual provisions of the Sonepar Terms and Conditions of Sale be or become invalid or impracticable, the other provisions shall remain valid.
The parties undertake to replace the invalid or impracticable provision by a provision that correspond as closely as possible to the invalid or impracticable provision in every respect from the start of the invalidity or impracticability. The Sonepar Terms and Conditions of Sale describe the English translation of the latest German version (Allgemeine Verkaufs- und Lieferbedingungen der Sonepar Deutschland GmbH und deren Gesellschaftern). In case of deviations or ambiguity, the German version shall prevail.

Effective as of February 2020