

Conditions for Electronic Data Interchange (EDI)

1. The respective LIEBHERR-Company and the supplier shall agree how and when the EDI connection shall be established as well as they shall agree on the parameters to be observed in this connection.
2. After setting up the EDI connection, a test phase shall be determined by mutual agreement between the supplier and the respective LIEBHERR company. The supplier and the respective LIEBHERR-Company shall jointly decide on the termination of the test phase and they shall further decide whether the EDI connection functions faultlessly and is suitable for daily business use ("Release").
3. Each party shall bear its own costs for the establishment, any amendment or alteration, operation and service of the EDI connection.
4. After the release of an EDI connection between the supplier and the respective LIEBHERR-Company, the agreed data shall generally be transmitted exclusively via EDI. If there are data transmitted both by EDI and another way of communication (by letter, e-mail, ...), only the data transmitted by EDI shall be binding in the event of contradictions, unless otherwise agreed by the parties in individual cases.
5. The supplier and the respective LIEBHERR-Company shall take all reasonable measures to avoid any disruption of the EDI connection having its origin within the sphere of influence, and to remedy any disruptions that occur without delay.
6. The supplier notify the respective LIEBHERR-company and the respective LIEBHERR-Company shall notify the supplier immediately by phone or e-mail of any technical faults. The parties must give detailed information about the circumstances of the disruption, in particular its cause, scope and the expected duration. Furthermore each party shall immediately inform the other party as soon as such disruption has been remedied.
7. During a disruption of the EDI connection, the exchange of data shall be made in writing by e-mail. In this case, the data so transmitted shall be legally binding.
8. The supplier and the respective LIEBHERR-Company shall check the incoming data at least once per working day.
9. Where necessary the supplier and the respective LIEBHERR-Company shall transcribe the data it receives into the data format used by them and ensure that the data will be processed properly within the scope of their obligations to deliver goods or render services.
10. The supplier and the respective LIEBHERR-Company shall save the incoming and outgoing data and document this in reproducible form. In particular, the supplier and the respective LIEBHERR-Company shall save any modifications it makes to data, which will or may have effects on the Party's deliveries or services.
11. The supplier and the respective LIEBHERR-Company shall keep its IT system permanently up and running for receiving and sending of data. This means that sending and receiving of data will also be possible outside the Parties usual business hours.
12. The supplier and the respective LIEBHERR-Company shall inform the other Party in the case of a planned downtime of the EDI connection, at least 4 weeks in advance by phone or e-mail, thereby indicating the reason, type, and duration of the downtime.
13. Data is deemed to have been received at the time at which the recipient of the data is able to take note of it under normal circumstances. This is the case when an automatic confirmation of the receipt of data is sent to the data sender, confirming the receipt of data by the receiving Party. In the case of an exchange of data by means of "Web-EDI" this is the case if the Supplier is prompted that new data are available for them on the data exchange server.
14. If the data recipient has constructive knowledge or constructive notice of the fact that incorrect or incomplete data has been transmitted or that data transmission has failed, he shall immediately notify the other party either by phone or e-mail.

15. Upon request of the respective LIEBHERR-Company, the supplier shall also provide this LIEBHERR-Company with data in other than electronic form, in particular documents which are required by the tax laws at the place of the registered offices of the respective LIEBHERR-Company (e.g. a "Summenprotokoll").
16. The application of § 312 i BGB (obligations in electronic business transactions) is excluded.