

# **General Terms and Conditions of Purchase and Payment (GTCP) of the company MTS Systemtechnik GmbH**

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Version 1.1

## **1. Scope of application**

1.1 These General Terms and Conditions of Purchase and Payment (GTCP) apply to all orders and contracts between MTS Systemtechnik GmbH (hereinafter referred to as "Purchaser") and the supplier (hereinafter referred to as "Supplier").

1.2 Deviating, conflicting or supplementary general terms and conditions of the supplier shall only become part of the contract if their validity has been expressly agreed to in writing.

## **2. Order and order confirmation**

2.1 Orders are only binding if they are placed in writing or electronically. Verbal orders require subsequent written confirmation.

2.2 The supplier is obliged to confirm each order in writing without delay, but at the latest within five working days.

## **3. Terms of delivery**

3.1 Delivery dates and deadlines are binding and must be strictly adhered to. Early deliveries are only permitted with the prior written consent of the purchaser.

3.2 The Supplier is obliged to inform the Purchaser immediately in writing if circumstances occur or become recognisable which jeopardise on-time delivery.

3.3 Partial deliveries are only permitted with the express consent of the purchaser.

## **4. Prices and terms of payment**

4.1 The prices stated in the order are fixed prices and include all ancillary costs (e.g. packaging, transport, insurance), unless expressly agreed otherwise.

4.2 Invoices must be submitted after delivery and complete performance of the service, stating the order number and all associated documents.

4.3 Unless otherwise agreed, payments shall be made within 30 days net from receipt of invoice and delivery or provision of service.

4.4 If payment is made within 14 days of receipt of the invoice, the supplier shall grant a 2% discount on the invoice amount.

## **5. RoHS and REACH conformity**

5.1 The supplier guarantees that all products supplied comply with the requirements of the RoHS Directive (2011/65/EU) and its amendments and adaptations.

5.2 The supplier further guarantees that all products supplied fulfil the requirements of the REACH Regulation (EC No. 1907/2006), in particular with regard to the registration, evaluation, authorisation and restriction of chemical substances.

5.3 The supplier undertakes to inform us of any special requirements regarding RoHS and REACH that go beyond the statutory regulations.

5.4 We reserve the right to check deliveries for compliance with RoHS and REACH requirements. If a product is not compliant, we are entitled to demand rectification or replacement delivery at our discretion. If the repair or replacement delivery fails, we may demand a reduction in the purchase price or cancellation of the contract.

## **6. Compliance with the Supply Chain Due Diligence Act**

6.1 The supplier undertakes to fulfil all requirements of the German Supply Chain Due Diligence Act (Lieferkettensorgfaltspflichtengesetzes - LkSG). This includes carrying out risk analyses, setting up complaints procedures and taking measures to prevent and minimise risks in the supply chain.

6.2 The supplier is obliged to inform us of all measures taken to comply with the LkSG (Lieferkettensorgfaltspflichtengesetzes) and to support us in audits and inspections.

6.3 When selecting its sub-suppliers and subcontractors, the supplier undertakes to ensure that they also fulfil the requirements of the LkSG (Lieferkettensorgfaltspflichtengesetzes).

## **7. Delivery of counterfeit items**

7.1 The Supplier shall not deliver counterfeit, suspected unapproved and / or stolen parts to the Purchaser. The Supplier shall procure components only from the original manufacturer or the original manufacturer's franchised distributor.

## **8. Warranty and liability for defects**

8.1 The supplier warrants that the delivered products are free of material defects and defects of title and that they comply with the agreed specifications.

8.2 The purchaser shall report obvious defects in the delivery within ten working days of delivery. Hidden defects shall be reported within ten working days of their discovery.

8.3 In the event of defects, the supplier shall, at the purchaser's discretion, deliver a replacement free of charge or remedy the defects. If the subsequent fulfilment fails, the purchaser is entitled to withdraw from the contract or to demand a reduction in price.

## **9. Liability**

9.1 The Supplier shall be liable within the scope of the statutory provisions for damage caused by it, its legal representatives or vicarious agents.

9.2 The supplier shall indemnify the purchaser against claims of third parties resulting from the infringement of industrial property rights insofar as the supplier is responsible for the infringement of industrial property rights.

## **10. Confidentiality**

10.1 The Supplier undertakes to keep secret all information obtained in the course of the business relationship that is labelled as confidential or is confidential by nature and not to make it accessible to third parties without the Purchaser's consent.

10.2 This obligation shall remain in force even after termination of the contractual relationship.

## **11. Data protection**

11.1 The supplier agrees to the collection, processing and utilisation of personal data insofar as this is necessary for the establishment, execution or termination of the contract.

11.2 Further information on data protection can be found in our privacy policy, which can be viewed on our website.

## **12. Place of jurisdiction and applicable law**

12.1 The place of jurisdiction for all disputes arising from or in connection with this contract is the purchaser's place of business.

12.2 The law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).



### **13. Final provisions**

13.1 Amendments and supplements to these provisions must be made in writing. This also applies to the cancellation of the written form requirement.

13.2 Should individually provisions of these GTCP be or become invalid, the validity of the remaining provisions shall remain unaffected.

