

General Terms and Conditions of Purchase and Payment of MTS Systemtechnik GmbH

Effective as at: 1. September 2026

1. Scope

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

1.2 Any general terms and conditions of the Supplier that differ from, conflict with or supplement these terms shall become part of the contract only if their validity has been expressly agreed to in writing.

2. Orders and Order Confirmations

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

2.2 The Supplier shall be obliged to confirm each order in writing without delay, and no later than within five working days.

3. Delivery Terms

3.1 Delivery dates and periods are binding and must be complied with precisely. Early deliveries shall be permissible only with the Purchaser’s prior written consent.

3.2 The Supplier shall be obliged to inform the Purchaser in writing without delay if circumstances arise or become apparent that may jeopardise delivery on time.

3.3 Partial deliveries shall be permissible only with the Purchaser’s express consent.

4. Prices and Payment Terms

4.1 The prices stated in the order are fixed prices and include all ancillary costs, such as packaging, transport and insurance, unless expressly agreed otherwise.

4.2 Invoices shall be submitted after delivery and complete performance of the services, stating the order number and enclosing all relevant documents.

4.3 Unless otherwise agreed, payments shall be made within 30 days net of receipt of the invoice and delivery or performance of the services.

4.4 The Supplier shall grant a 2% cash discount on the invoice amount if payment is made within 14 days of receipt of the invoice.

5. RoHS and REACH Compliance

5.1 The Supplier warrants that all products supplied comply with the requirements of the RoHS Directive (2011/65/EU), including any supplements and amendments.

5.2 The Supplier further warrants that all products supplied comply with 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 specific requirements relating to RoHS and REACH that go beyond the statutory provisions.

5.4 We reserve the right to inspect deliveries for compliance with the RoHS and REACH requirements. If a product is found not to be compliant, we shall be entitled, at our discretion, to demand that the defect be remedied or that a replacement be supplied. If the remedy or replacement fails, we may demand a reduction in the purchase price or withdraw from the contract.

6. Compliance with the Supply Chain Due Diligence Act

6.1 The Supplier undertakes to comply with all requirements of the German Supply Chain Due Diligence Act (Lieferkettensorgfaltspflichtengesetz — LkSG). This includes carrying out risk analyses, establishing complaints procedures and taking measures to prevent and mitigate risks in the supply chain.

6.2 The Supplier shall be obliged to inform us of all measures taken to comply with the LkSG and to support us with audits and inspections.

6.3 When selecting its sub-suppliers and subcontractors, the Supplier undertakes to ensure that they also comply with the requirements of the LkSG.

7. Delivery of Counterfeit Articles

7.1 The Supplier shall not deliver any counterfeit, potentially unauthorised and/or stolen parts to the Purchaser. The Supplier may procure components only from the original manufacturer or an authorised distributor of the original manufacturer.

8. Warranty and Liability for Defects

8.1 The Supplier warrants that the products supplied are free from defects in quality and title and comply with the agreed specifications.

8.2 The Purchaser shall notify the Supplier of obvious defects in the delivery within ten working days of delivery. Hidden defects shall be notified within ten working days of their discovery.

8.3 In the event of defects, the Supplier shall, at the Purchaser's discretion, provide a replacement free of charge or remedy the defects. If subsequent performance fails, the Purchaser shall be entitled to withdraw from the contract or demand a reduction in the purchase price.

9. Liability

9.1 The Supplier shall be liable in accordance with the applicable statutory provisions for damage caused by the Supplier, its legal representatives or vicarious agents.

9.2 The Supplier shall indemnify the Purchaser against third-party claims resulting from the infringement of intellectual property rights, insofar as the Supplier is responsible for such infringement.

10. Confidentiality

10.1 The Supplier undertakes to keep confidential all information obtained in the course of the business relationship that is marked as confidential or is confidential by its nature, and not to make such information available to third parties without the Purchaser's consent.

10.2 This obligation shall continue to apply after termination of the contractual relationship.

11. Data Protection

11.1 The Supplier consents to the collection, processing and use of personal data insofar as this is necessary for the establishment, performance or termination of the contract.

11.2 Further information on data protection is contained 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 shall be the Purchaser's registered office.

12.2 The law of the Federal Republic of Germany shall apply, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

13. Final Provisions

13.1 Amendments and additions to these provisions must be made in writing. This shall also apply to the waiver of the written-form requirement.

13.2 Should any provision of these GTCs be or become invalid, the validity of the remaining provisions shall remain unaffected.

