

General Terms and Conditions (GTCs) of MTS Systemtechnik GmbH

Effective as at: September 2026

1. Scope

1.1 These General Terms and Conditions (GTCs) apply to all contracts, deliveries and other services concluded or provided between MTS Systemtechnik GmbH, hereinafter referred to as "Seller", and our customers, hereinafter referred to as the "Buyer".

1.2 We do not accept any terms and conditions of the Buyer that differ from these GTCs unless we have expressly agreed to their validity in writing.

2. Formation of the Contract

2.1 Our offers are subject to change and non-binding.

2.2 Contracts and other agreements shall become binding only upon written confirmation by the Seller. Insofar as the goods are customer-specific mechanical parts, over-deliveries or under-deliveries of 10% or at least one item of the ordered quantity shall be permissible. The content of the contract shall be determined by the written contract or order confirmation, together with any other agreements confirmed in writing by the Seller.

2.3 Any verbal ancillary agreements or assurances made by sales employees or commercial agents that go beyond the written contract of sale shall always require written confirmation by the Seller.

2.4 Documents accompanying the offer, such as illustrations, drawings, weight specifications and dimensions, are approximate only.

2.5 If, after the conclusion of the contract, the Seller becomes aware of facts that give rise to doubts regarding the Buyer's creditworthiness, the Seller shall be entitled to demand payment in advance and appropriate security and, if the Buyer refuses to provide such security, to withdraw from the contract.

2.6 A change of the company name or a change in the identity of the Buyer shall entitle the Seller to withdraw from the contract.

3. Prices and Payment Terms

3.1 Prices are ex works, plus VAT at the applicable statutory rate, excluding packaging, carriage, insurance and other dispatch costs, unless otherwise agreed.

3.2 Unless otherwise agreed, our invoices shall be payable within 30 days of the invoice date without deduction, or within 10 days less a 2% cash discount.

3.3 No cash discount shall be granted if the Buyer is in arrears with payment for previous deliveries. For each reminder issued by the Seller, reminder charges of €40 shall be invoiced, beginning no earlier than two weeks after payment has become overdue. The Buyer shall not be entitled to set off any counterclaims disputed by the Seller unless such counterclaims have been finally established by a court of law. If a notice of defect is submitted, the Buyer may withhold payments only to the extent reasonably proportionate to the defects identified. However, if the contract forms part of the operation of the Buyer's commercial business, the Buyer may withhold payments only if the notice of defect is submitted in respect of a defect whose justification is beyond reasonable doubt.

3.4 In the event of late payment by the customer, we shall be entitled to charge interest on arrears at a rate of 9 percentage points above the applicable base rate.

4. Delivery

4.1 Delivery dates or periods shall be binding if they have been agreed in writing.

4.2 Dispatch shall be carried out at the Seller's reasonable discretion, but without any guarantee of the lowest available carriage cost. All consignments, including any returns, shall be made at the Buyer's cost and risk. Insurance shall be arranged at the Buyer's request and expense. Unless otherwise agreed, the choice of route and means of transport shall be left to the Seller. If dispatch is delayed through no fault of the Seller, the goods shall be stored at the Buyer's cost and risk. In such circumstances, notification that the goods are ready for dispatch shall be deemed equivalent to dispatch.

4.3 Delivery shall be ex works. Risk shall pass to the customer upon handover to the forwarding agent, carrier or person collecting the goods.

4.4 Partial deliveries shall be permissible insofar as they are reasonable for the customer.

4.5 The delivery period shall be extended for a reasonable period, including during any delay, in the event of force majeure and all unforeseen obstacles beyond the Seller's control, insofar as such obstacles demonstrably have a significant effect on the delivery of the sold item. This shall also apply if such circumstances arise at the Seller's suppliers or their sub-suppliers. In important cases, the Seller shall notify the Buyer of the beginning and end of such obstacles as soon as possible. Delivery periods shall be extended by the period during which the Seller is in default with its contractual obligations, including obligations arising from other contracts.

4.6 The Buyer's right to withdraw from the contract after the unsuccessful expiry of an additional period of grace granted to the Seller shall remain unaffected.

5. Packaging

5.1 Packaging shall be charged separately.

5.2 Lightweight packaging, such as cardboard boxes, shall not be taken back.

5.3 The Seller complies with the requirements of the Packaging Directive (94/62/EC) and ensures that all packaging materials are recyclable and environmentally friendly.

6. Warranty and Liability

6.1 The warranty period shall be 12 months from delivery.

6.2 The Buyer shall inspect the goods received immediately upon arrival with regard to quantity and condition. The Buyer shall notify the Seller in writing of any obvious defects without delay and no later than one week after delivery. Hidden defects shall be notified to us immediately after their discovery.

6.3 In the event of justified notices of defect, we shall, at our discretion, be obliged to remedy the defect or provide a replacement. If the remedy or replacement fails, the customer may demand a reduction in the purchase price or withdraw from the contract.

6.4 For the purpose of remedying defects, the Buyer shall grant the Seller the time and opportunity reasonably required at the Seller's discretion, in particular by making the defective item or samples thereof available. If the Buyer refuses to do so, the Seller shall be released from liability for defects.

6.5 At the Seller's request, defective parts shall be returned to the Seller immediately at the purchaser's expense. The delivery note (packing slip) must be enclosed with all consignments and returns. If, upon the return of goods for the purpose of investigating a complaint, it transpires that the complaint was unjustified, the Seller shall also be entitled to charge a reasonable fee for inspecting the goods.

6.6 The Seller shall not be liable for any consequences arising from modifications or repair work improperly carried out by the Buyer or third parties.

6.7 Any further claims by the Buyer against the Seller and the Seller's vicarious agents shall be excluded, in particular claims for compensation for damage not caused to the delivered item itself. This shall not apply where liability is mandatory in cases of intent, gross negligence or the absence of warranted characteristics.

6.8 The Seller shall accept no liability for the failure of parts supplied by the Buyer. All repair costs incurred as a result shall be invoiced to the Buyer.

7. General Limitation of Liability

7.1 The Seller's liability shall be governed exclusively by the agreements set out in the preceding section. Claims for damages by the Buyer arising from culpa in contrahendo, breach of contractual ancillary obligations or tort shall be excluded unless they are based on intent or gross negligence on the part of the Seller or one of its vicarious agents. Such claims shall become time-barred six months after the Buyer's receipt of the goods. However, compensation shall not exceed the actual loss incurred and loss of profit that the party in breach could have foreseen at the time the contract was concluded, having regard to the circumstances known or which ought to have been known to it, as a possible consequence of the breach of contract.

8. Repairs

8.1 If the Buyer wishes to receive a cost estimate before repairs are carried out, this must be expressly requested. The cost of preparing the estimate shall be payable.

8.2 Repairs shall be carried out without warranty if no defect report has been provided. The Seller shall have discretion as to whether repairs are carried out in its own workshop or in an external workshop. Dispatch and packaging costs shall be borne by the Buyer.

8.3 Reference is made to Sections 4 and 5 of these terms and conditions.

8.4 Repaired equipment shall be released for delivery only against immediate payment.

9. Retention of Title

9.1 The Seller shall retain title to the goods until all claims of the Seller against the Buyer arising from the business relationship, including future claims arising from contracts concluded at the same time or subsequently, have been settled. This shall also apply if some or all of the Seller's claims have been included in a current account and the balance has been drawn and acknowledged.

9.2 The Buyer shall be entitled to resell the goods subject to retention of title in the ordinary course of business only if the Buyer hereby assigns to the Seller, in advance, all claims arising from the resale against purchasers or third parties. If goods subject to retention of title are sold without processing, or after processing or incorporation with items owned exclusively by the Buyer, the Buyer hereby assigns to the Seller, in advance, all claims arising from the resale in their full amount. If goods subject to retention of title are sold by the Buyer after processing or incorporation together with goods not belonging to the Seller, the Buyer hereby assigns to the Seller, in advance, the claims arising from the resale up to the value of the goods subject to retention of title, together with all ancillary rights and ranking ahead of the remainder. The Seller accepts this assignment. The Buyer shall remain authorised to collect these claims after their assignment. The Seller's authority to collect the claims itself shall remain unaffected; however, the Seller undertakes not to collect the claims as long as the Buyer duly fulfils its payment obligations and other obligations. The Seller may require the Buyer to disclose the

assigned claims and the debtors concerned, to hand over the relevant documents and to notify the debtors of the assignment.

9.3 Any processing or working of the goods subject to retention of title shall be carried out by the Buyer on behalf of the Seller without creating any obligations for the Seller. If goods subject to retention of title are processed, incorporated, mixed or blended with other goods not belonging to the Seller, the Seller shall acquire co-ownership of the resulting new item in the proportion of the value of the goods subject to retention of title to the remaining processed goods at the time of processing, incorporation, mixing or blending. If the Buyer acquires sole ownership of the new item, the contracting parties agree that the Buyer shall grant the Seller co-ownership of the new item in proportion to the value of the processed, incorporated, mixed or blended goods subject to retention of title and shall hold such item in custody for the Seller free of charge.

9.4 If, in connection with the Buyer's payment of the purchase price, the Seller incurs liability under a bill of exchange, the retention of title and the underlying claim arising from the delivery of goods shall not expire before the bill of exchange has been honoured by the Buyer as drawee.

9.5 If the value of the existing security exceeds the claims to be secured by more than 20%, the Seller shall be obliged, at the Buyer's request, to release security to that extent.

10. Withdrawal and Termination

10.1 Either party may terminate the contract for good cause. Good cause shall exist in particular if the customer ceases making payments or insolvency proceedings are applied for in respect of the customer's assets.

10.2 In the event of termination of the contract, partial services already rendered shall be invoiced appropriately.

11. Resale Restrictions

11.1 In the case of products for which a resale restriction applies, the special terms and conditions of the relevant manufacturer shall apply in addition to these delivery terms.

11.2 The Buyer shall be obliged to familiarise itself with the content of these terms and conditions. The Buyer may not rely on ignorance of these terms and conditions.

12. Data Protection

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

12.2 Further information on data protection is contained in our privacy policy, which can be viewed on our website.

13. Place of Jurisdiction and Applicable Law

13.1 The place of performance and exclusive place of jurisdiction for deliveries and payments, as well as for all disputes arising between the parties, shall, insofar as the Buyer is a registered trader, a legal entity under public law or a special fund under public law, be the Seller's registered office.

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

14. Miscellaneous

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

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

