

**Shipping address:**  
Friedrich-Wilhelm-Strasse 14  
53894 Mechernich

## **Terms and Conditions of Purchase Deutsche Mechatronics GmbH**

### **1 General**

- 1.1 These terms and conditions shall form part of the contract without the need for us to object to any terms of delivery or other restrictions imposed by the contractor. The execution of the order shall be deemed acceptance of our terms and conditions of purchase.
- 1.2 Any terms and conditions to the contrary shall only be valid if we agree to them in writing.

### **2 Offer**

- 2.1 The contractor must adhere precisely to the request in the offer and expressly point out any deviations.
- 2.2 The offer must be made free of charge and does not constitute any obligation on our part.

### **3 Order**

- 3.1 Only written orders and written order changes are valid. Verbal agreements require mutual written confirmation to be binding.
- 3.2 Each order and order change must be confirmed to us by the contractor within 7 days using our order number.

### **4 Prices and packaging**

- 4.1 Prices are to be quoted excluding sales tax. They are fixed prices and apply free to the designated receiving point, including packaging. Packaging costs will only be reimbursed separately if this has been expressly agreed.
- 4.2 The contractor undertakes to use only packaging (transport, re-packaging, and sales packaging) that complies with the principles and objectives of the Ordinance on the Avoidance of Packaging Waste in its currently valid version.

### **5 Delivery time**

Delivery periods or dates specified in the order are binding and are understood to be free to the place of receipt. The legal provisions apply to the conditions and legal consequences of default, without the need for a formal notice of default (reminder).

### **6 Warranty**

- 6.1 The contractor warrants that the delivery item does not have any defects that impair its value or suitability, that it complies with the latest state of the art, the conditions specified in the order and the other warranted characteristics, the latest regulations of the authorities, the applicable safety requirements and the relevant accident prevention regulations. Provisions understood to be analogous shall apply to services such as assembly, maintenance, etc.
- 6.2 The contractor shall provide a warranty for a period of two years after delivery or acceptance.
- 6.3 If the delivery is defective, we shall be entitled, at our discretion, to demand that the defect be remedied, that the price be reduced, or that the contract be rescinded. If the contractor is in default with the rectification of the defect, or if the defect is only minor, or if it is unreasonable for us to wait for the rectification due to the threat of unusually high damage, we shall also be entitled to rectify the defect ourselves or have it rectified by third parties at the contractor's expense. In addition, we may assert non-performance. In all other respects, the contractor shall be liable in accordance with the statutory provisions.
- 6.4 In the event of a notice of defect, the warranty period shall be extended by the period between the notice of defect and the rectification of the defect. If the delivery item is completely or partially renewed, the warranty period shall commence anew. If the deliveries are partially defective, we shall be entitled to assert the above claims either with regard to the entire delivery or to a part thereof. The contractor releases the client from the obligation under Section 377 (1) of the German Commercial Code (HGB) (duty to give notice of defects).

### **7 Drawings, models, tools, and materials provided**

- 7.1 Our specifications for the manufacture of ordered items, in particular our own drawings and those produced according to our specifications, may not be reused, reproduced, or made available to outside third parties.
- 7.2 Models to be produced for an order become our property; they must be stored carefully until they are called off and insured against all risks as third-party property. Use for other purposes is excluded.
- 7.3 Tools that we provide for the execution of an order remain our property and must be returned to us after the order has been fulfilled. The tools must be used and handled properly. The contractor is expressly liable for compliance with these obligations.
- 7.4 Materials provided remain our property, must be stored separately, and must be clearly marked as our property. Their use is only permitted for our orders. Compensation must be paid in the event of damage or loss.

## **8 Information regarding ISO 50001**

- 8.1 Certifications of companies or personal qualifications of employees required for your work must be sent to us in advance.
- 8.2 For energy-using products, facilities, and services, we attach importance to energy consumption and energy efficiency over the planned or expected service life.
- 8.3 We hereby inform you that the evaluation of the procurement of energy services, products, and facilities that may have an impact on energy use is based in part on energy-related performance.

## **9 Patent infringement**

The contractor is liable for ensuring that the delivery and use of the delivery items do not infringe on any patents or property rights of third parties.

## **10 Invoicing and payment**

- 10.1 Invoices must be sent to us in a maximum of two copies. Unless otherwise agreed, they will be paid by the 25th of the month following delivery with a 3% discount or 90 days net.
- 10.2 The date of receipt of the goods or the date of receipt of the invoice, if this is received later than the goods, shall be decisive for the payment period and any deductions dependent on it.

## **11 Assignment of claims**

The assignment of claims to third parties is excluded.

## **12 Transfer of risk**

The risk shall pass to us when the shipment has been accepted at the place of receipt.

## **13 Retention of title**

Deliveries are made without retention of title. Third-party rights to items to be delivered by the contractor must be disclosed to us without request.

## **14 Advertising material**

Reference to the existing business relationship with us in information and advertising material is only permitted with our express consent.

## **15 Place of performance and jurisdiction**

The place of performance is the receiving point designated by us. The sole place of jurisdiction for any legal disputes is Euskirchen. If we act as the plaintiff, we are entitled to bring the case before the court at the contractor's place of business or an internationally recognized commercial court in accordance with the applicable rules of conciliation and arbitration. The law of the Federal Republic of Germany applies. The provisions of the UN Convention on Contracts for the International Sale of Goods do not apply.

## **16 Severability clause**

Our general terms and conditions of purchase remain binding even if individual provisions are legally invalid. The invalid provision shall be replaced by a provision that comes closest to its legal and economic content.