GST GmbH german sensor technology

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General Terms and Conditions of Purchase of GST GmbH german sensor technology

Status: 02.01.2023

1. Applicable terms and conditions, general terms

These General Terms and Conditions of Purchase shall apply exclusively to the entire business relationship between us and the supplier. They shall also apply to all future deliveries, services or offers to the customer, even if they are not separately agreed again. Terms and conditions of sale or other general terms and conditions of the supplier shall not apply, even if we have not separately objected to their validity in individual cases. Even if we refer to a letter containing or referring to the general terms and conditions of business of the supplier or a third party, this shall not constitute an agreement to the validity of those general terms and conditions of business. Anything else shall only apply if we have expressly agreed to their validity in writing. If there is a framework agreement between the supplier and us, these General Terms and Conditions of Purchase shall apply both to the framework agreement and to the individual order or purchase order.

2. Offer and order

The preparation of offers by the supplier is free of charge for us; offers submitted to us are binding. The supplier must adhere exactly to our respective enquiry with regard to quantity and specification in the offer and, in the event of deviations, expressly point this out in writing. An order shall be deemed to have been placed when it has been drawn up and authorised by us in writing. Orders placed orally or by telephone shall only be binding on us if they are subsequently confirmed in writing. Drawings including tolerance specifications provided by us in individual cases are binding. In addition to our General Terms and Conditions of Purchase, all product specifications to which we refer within the scope of our order, in particular specifications, drawings and material specifications, shall form part of the contract. By accepting the order, the supplier acknowledges that he has informed himself about the type and scope of the service by inspecting the existing plans. In the event of obvious errors, spelling mistakes and miscalculations in the documents and drawings submitted by us, we shall not be liable. The supplier is obliged to inform us of such errors in order to renew or correct the order. Our orders and delivery schedules become binding if the supplier does not object within three working days of receipt. Deviations in quantity and quality compared to the text and content of our order as well as subsequent amendments to the contract shall only be deemed to have been agreed if we have expressly confirmed them in writing. Drawings, calculations, samples and tools or similar items provided by us or produced on our behalf remain our property and may only be passed on to third parties with our express permission. They are to be used exclusively for production on the basis of our order. After completion of the order, they are to be returned to us without being requested to do so. They must be kept secret from third parties.

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3. Prices and terms of payment

The price stated in the order is binding. The agreed price is always understood to be free to the delivery address specified by us (DDP in accordance with Incoterms 2000) including packaging and ancillary costs. In the absence of any agreement to the contrary, we shall only bear the most favourable freight costs in the case of agreed carriage forward delivery. Reusable packaging shall be credited at the full invoice value. Price increase reservations require our express consent. Invoices can only be processed if our order number is shown on them. Unless otherwise agreed in writing, we shall pay invoices either within 14 days with 3% discount or 60 days net. Payment and discount periods run from receipt of the invoice, but not before receipt of the goods or, in the case of services, not before their acceptance. We shall be entitled to rights of set-off and retention to the extent provided by law.

4. Delivery dates, scope of delivery and transfer of risk

Agreed delivery periods and dates are binding. Impending delays in delivery must be notified to us immediately. The statutory claims existing at the time of the occurrence of the delay in delivery cannot be excluded. After unsuccessful expiry of a reasonable grace period set in case of delay, we may withdraw from the contract and claim damages instead of performance. The unconditional acceptance of the delayed delivery does not constitute a waiver of claims for compensation.
In the event of delayed delivery, we shall be entitled, after prior written warning to the supplier, to demand a contractual penalty of 0.5%, but not more than 5%, of the respective order value for each commenced week of delay in delivery. The contractual penalty shall be set off against the damage caused by delay to be compensated by the supplier. Partial deliveries are only permissible with our express consent, as are excess or short deliveries. Even if shipment has been agreed, the risk shall only pass to us when the goods are handed over to us at the agreed destination. For weights, quantities and dimensions, the values determined by us shall apply, subject to other proof.

5. Warranty, Compensation and Limitation of Actions

The delivery must be free of material defects and defects of title and must comply with the recognised rules of technology and the contractually agreed properties, standards as well as the safety, occupational health and safety, accident prevention and other regulations. We shall notify the supplier immediately of any defects in the delivery as soon as they are discovered in the ordinary course of business. In this respect, the supplier waives the objection of delayed notification of defects. Section 377 of the German Commercial Code (HGB) is expressly waived. We shall be entitled to the statutory claims for defects in full; irrespective of this, we shall be entitled to demand that the supplier rectify the defect or make a replacement delivery at our discretion. In this case, the supplier is obliged to bear all expenses necessary for the purpose of rectifying the defect or making a replacement delivery. The supplier is fully liable for the actual conformity of the quality of the delivered goods with the quality documents to be provided, e.g. factory test certificate, hardness certificate, surface certificate, etc. The supplier is also liable for the quality of the delivered goods. Separate quality documents must be issued for each batch. In urgent cases, e.g. in the event of an imminent production stoppage or similar, we are entitled without further ado, irrespective of our other rights, to remedy defects ourselves or have them remedied at the supplier's expense. We do not waive warranty claims by accepting or approving samples or specimens submitted. Upon receipt of our written notice of defects by the supplier, the limitation period for warranty claims shall be suspended until the supplier rejects our claims or declares the defect eliminated or otherwise refuses to continue negotiations on our claims. In the event of replacement delivery and rectification of defects, the warranty period for replaced and rectified parts shall start anew unless we had to assume from the supplier's conduct that the supplier did not consider itself obliged to undertake the measure but only undertook the replacement delivery or rectification of defects as a gesture of goodwill or for

similar reasons. The limitation period for claims for defects is at least 36 months, calculated from the transfer of risk. This does not apply to items which are used for the first time for a building. In the event of defects in a delivery, we are also entitled to charge the supplier a flat-rate damage fee of € 100.00 for each complaint for the administrative processing (in particular writing the complaint, debiting, processing the 8D report and handling expenses).

6. Product liability, indemnification and liability insurance cover

Insofar as the supplier is responsible for product damage, it shall be obliged to indemnify us against claims for damages by third parties upon first request to the extent that the cause lies within its sphere of responsibility and it is itself liable in relation to third parties. In this context, the supplier is also obliged to reimburse any expenses arising from or in connection with a recall action to be carried out against third parties. The supplier undertakes to maintain product liability insurance and product recall costs insurance which, unless otherwise agreed in individual cases, need not cover punitive or similar damages. The supplier shall send us a copy of the liability policy at any time upon request.

7. Legal and regulatory requirements

The suppliers of GST GmbH shall ensure that all applicable statutory and regulatory requirements of the exporting country, the importing country and the country of destination named by GST customers - if known - are complied with for all processes, products and services provided which GST GmbH procures.

8. Retention of title, provision and tools

We reserve the ownership or copyright to orders placed by us, purchase orders as well as drawings, illustrations, calculations, descriptions and other documents made available to the supplier. The supplier may neither make them accessible to third parties nor use or reproduce them himself or through third parties without our express consent. He shall return these documents to us in full at our request if they are no longer required by him in the ordinary course of business or if negotiations do not lead to the conclusion of a contract. In this case, copies made by the supplier must be destroyed; the only exceptions to this are storage within the scope of statutory storage obligations and the storage of data for backup purposes within the scope of normal data backup. Insofar as we provide parts to the supplier, we shall retain title thereto. Processing or transformation by the supplier shall be carried out for us. If our reserved goods are processed with other objects not belonging to us, we shall acquire co-ownership of the new object in proportion to the value of our object.

We thereby acquire one hundred percent ownership of tools paid for by us. The supplier is obliged to use the tools exclusively for the manufacture of our ordered goods. They must be identified by the supplier as our property and carefully stored. The tools belonging to us are to be insured at replacement value against theft, fire and water damage. Necessary maintenance and inspection work must be carried out in good time at the supplier's own expense. If the supplier culpably fails to do so, we shall be entitled to claim damages. Retentions of title by the supplier shall only apply insofar as they relate to our payment obligation for the respective products to which the supplier retains title. In particular, extended or prolonged reservations of title are not permitted.

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9. Property rights

The supplier warrants that in connection with its delivery no rights of third parties are infringed in countries of the European Union or other countries in which it manufactures the products or has them manufactured, which may arise, inter alia, but not conclusively, from patents, utility models, copyrights or other rights. In the event of a claim being made by a third party, the supplier shall be obliged to compensate us for any resulting damage, including legal costs, compensation for damages and any conversion work incurred. If a claim is made against us by a third party for this reason, the supplier shall be obliged to indemnify us against these claims upon first written request.

10.Spare parts

The supplier is obliged to keep spare parts for the products delivered to us in stock for a period of at least 15 years after delivery. If the supplier intends to discontinue the production of spare parts for the products delivered to us, it shall notify us thereof without undue delay after the decision on the discontinuation. This decision must - subject to paragraph 1 - be at least six months before the discontinuation of production. In this context, the supplier grants us the right to still order our so-called "all-time requirements" and undertakes to supply them to us.

11.Place of performance, place of jurisdiction and applicable law

Unless otherwise agreed, the place of performance for payment and delivery is the registered office of GST GmbH. The place of jurisdiction for all legal disputes is also the registered office of GST GmbH. Actions against us can only be brought there. However, we are entitled to sue the supplier at any other place. The law of the Federal Republic of Germany shall apply exclusively. International sales law is excluded. This also expressly applies to the application of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

Note: The buyer acknowledges that we store data from the contractual relationship in accordance with § 28 of the Federal Data Protection Act for the purpose of data processing and that we reserve the right to transmit the data to third parties (e.g. insurance companies) insofar as this is necessary for the fulfilment of the contract.

– End of the Terms and Conditions of Purchase –