

GENERAL TERMS AND CONDITIONS OF MYTEC PRÄZISIONSWERKZEUGE GMBH

GENERAL

All deliveries and services are subject to these General Terms and Conditions. Deviating terms and conditions of the Buyer shall only apply if confirmed by us in writing. The terms and conditions shall only apply to entrepreneurs as defined in § 310 subsect. 1 of the German Civil Code (BGB).

OFFERS; ORDERS

Our offers shall be indicative – with regard to technical design, price and delivery time. Orders placed by the Buyer shall not be regarded as accepted until these have been confirmed to us in writing.

PRICES, PAYMENT

Our prices within Germany are free domicile incl. packaging and technical documentation. Within the EU, our prices are ex works including packaging and technical documentation. For all countries outside the EU, our prices are ex works, duty unpaid, including packaging and technical documentation.

Unless otherwise specified in the order confirmation, the purchase price shall become due and payable without deduction no later than 30 days after the invoice date. The Buyer shall only be entitled to withhold payments insofar as the Buyer's counterclaims are undisputed or have been established as final and absolute.

SHIPMENT; TRANSFER OF RISK

We make all deliveries according to the Incoterms[®] 2020 rules by the International Chamber of Commerce (ICC), i.e. CPT place of destination within Germany and EXW Marktheidenfeld within and outside the EU.

DELIVERY TIME

The delivery time is based on the agreements concluded between the contracting parties and depends on the capacity utilisation of the technical and production units at the time the Buyer releases the drawing.

Any inability to supply as a result of force majeure or other unforeseen incidents outside our responsibility including, without limitation, strike, lock out, acts of public authorities, subsequent cease of export or import opportunities, for their duration and in accordance with their impact, relieve us from the obligation to comply with any agreed time for delivery and unloading. They shall entitle us to also withdraw from the Agreement which shall not result in any compensation claims of the Buyer.

If any agreed time of delivery or unloading shall be exceeded and there shall be no incident (subsection 2), then the Buyer must specify to us a reasonable cure period of minimum two weeks. If we shall fail to meet such deadline also, then the Buyer shall have the right to rescind the Agreement but shall have no right to seek compensation for breach of contract or default unless in cases of wilful misconduct or gross negligence on our part. Unless the default has not been caused by wilful misconduct on our side, the liability to compensation of damages is limited to predictable damage typically caused by such incident.

WARRANTY

Precondition for any warranty claim of the Buyer is the Buyer's full compliance with all requirements regarding inspection and objection established by sec. 377 HGB (German Commercial Code).

Warranty claims shall be time-barred after 12 months of the passage of risk.

Upon justified objections raised in accordance with the procedures and deadlines hereunder, the Buyer shall have the right to claim supplementary performance. We can choose whether we provide supplementary performance by rectification of the defect or by re-delivery of a new product free of any defects. If such supplementary performance has failed, the Buyer is entitled to reduce the purchase price or to withdraw from the contract.

The Buyer shall not be entitled to any warranty claims if the delivery item has been built based on the Buyer's specifications, i.e. in particular provided drawings, in the event that the defect is attributable to the provided drawings and we are not responsible for any breach of duty.

BUYER'S OBLIGATIONS TO COOPERATE

The Buyer is obligated to provide us with all information about the machine, machine environment and workpiece at the time the delivered tool is built.

The Buyer is obligated to handle the delivery item duly and properly and to pass on this obligation to the customer (improper handling in particular refers to excessive strain/use, removal of the sealing on adjustment screws).

MINIMUM SERVICE LIFE OF CLAMPING TOOLS

Clamping tools reach their minimum service life after 50,000 clamping cycles (material fatigue).

LIABILITY

In case of intent or gross negligence on our part or by our agents or assistants in performance we are liable according to the provisions of applicable law; the same applies in case of breach of fundamental contract obligations. To the extent the breach of contract is unintentionally our liability for damages shall be limited to the typically predictable damage.

Our liability for culpable damage to life, body or health as well as our liability under the Product Liability Act shall remain unaffected.

Any liability not expressly provided for above shall be disclaimed.

RETENTION OF TITLE

We retain title to the delivery item until all our claims against the Buyer, based on our business relations including any and all future claims as well as claims resulting from contracts concluded at the same time or at a later point, have been settled. This shall also apply if individual or all of our claims have been included in a current invoice and the balance has been struck and accepted.

In the event that the delivery item is resold together with other goods that do not belong to us, the Buyer's claim against the customer shall be deemed assigned to the extent of the delivery price agreed between us and the Buyer.

The Buyer may neither pledge the delivery item nor assign it as a security.

If requested by the Buyer, we shall be obligated to return the securities to which we are entitled insofar as their realisable value exceeds the value of our outstanding claims against the Buyer by more than 10%. In doing so, we shall however be entitled to select which securities are released.

FINAL PROVISIONS

The place of performance for the delivery of the goods is Marktheidenfeld.

Place of jurisdiction is Würzburg. However, we shall be entitled to bring legal action at the registered office of the ordering party.

The law of the Federal Republic of Germany governing the legal relationships between domestic parties shall apply exclusively to all legal relations between us and the Buyer. International sales law is excluded.

We have stored the data on the Buyer in accordance with the data protection regulations. Explanations on the basic data protection regulation can be found on our website.

The invalidity of individual provisions of these General Terms and Conditions shall not affect the validity of the remaining provisions. Invalid provisions shall be deemed to be replaced by such provisions as are suitable to - as far as possible - realise the economic purpose of the omitted provision.