

General conditions of purchase



Am Alten Postweg 6, 19294 Neu Kaliß

1. Scope of application

Orders of goods or services of the company AMAS Technology GmbH (hereinafter referred to as CUSTOMER) are always subject to these Terms and Conditions of Purchase. General terms and conditions of the contractor (hereinafter referred to as SUPPLIER) are hereby rejected. These are not accepted even by acceptance of the goods/services or payment.

2. Transfer of the order to third parties/subcontractors.

The SUPPLIER is not entitled to transfer the order in whole or in part to a third party or to have the manufacturing work required for the order, in the sense of an extended workbench, manufactured in a production facility not qualified by the PURCHASER and expressly approved in writing, without the prior express and written consent of the PURCHASER.

3. Order confirmation / prices

3.1 The SUPPLIER is obliged to confirm our order in writing without delay, at the latest within 2 weeks from the date of issue. If the order confirmation does not reach the SUPPLIER within this period, the SUPPLIER reserves the right to withdraw the order.

3.2 The prices stated in the order are fixed prices, unless otherwise agreed. This also includes the costs for copyable operating, maintenance and storage instructions as well as spare parts lists, proofs of contractual condition and other written, pictorial and electronic documents about the delivery items which are necessary for use, preservation, maintenance and cataloging of the delivery items.

3.3 The order acceptance shall contain all essential order data, in particular the exact designation of the ordered supplies and services, the order number as well as the order and delivery date. Delays resulting from the SUPPLIER's violation of these provisions shall be the responsibility of the SUPPLIER. Additions or changes require written confirmation by the SUPPLIER.

4. Changes in performance

4.1 The CONTRACTOR may request technical changes to the delivery item even after conclusion of the contract, provided that this is reasonable for the SUPPLIER. In the case of this change to the contract, the effects are to be taken into account appropriately by both parties, in particular with regard to additional or reduced costs as well as delivery dates.

4.2 All changes requested by the SUPPLIER with an effect on the form, fit and function of the delivery items, which have an influence on the interfaces, on the documentation, spare parts already supplied, the price, the specification or the delivery date, require the prior consent of the PURCHASER. Any consent shall not affect the legal responsibility. The CUSTOMER shall be notified of all disruptions that may lead to a deviation of the performance from the purchase requisition. It is irrelevant

whether the SUPPLIER recognizes the impending deviation or fault before or after delivery or handover of the performance from the SUPPLIER to the PURCHASER.

5. Delivery item

Insofar as no further requirements are specified in the order, the services/delivery items are to be delivered in merchantable quality and must comply with the latest state of the art, the relevant provisions, regulations and guidelines of authorities, professional associations and trade associations of the Federal Republic of Germany as well as the basis of these orders at the time of delivery.

The delivery items shall be manufactured in such a way that on the day of delivery they comply with the conditions of use notified by us as well as with the statutory provisions applicable at the place of use. The SUPPLIER shall provide the service in compliance with the basic requirements of the quality management standard DIN EN 9100 in the current edition, but at least with the requirements of the valid DIN EN ISO 9001.

6. Ownership, provision

6.1 The CUSTOMER only recognizes the simple retention of title of the SUPPLIER.

6.2 If the CUSTOMER provides parts to the SUPPLIER, the CUSTOMER shall retain title thereto. Any processing or transformation by the SUPPLIER shall be carried out on behalf of the CUSTOMER. If the goods subject to retention of title are processed with other items not belonging to the SUPPLIER, the SUPPLIER shall acquire co-ownership of the new item in the ratio of the value of the SUPPLIER's item to the other processed items at the time of processing.

6.3 If the item provided by the CUSTOMER is inseparably mixed with other items not belonging to the CUSTOMER, the CUSTOMER shall acquire co-ownership of the new item in the ratio of the value of the reserved goods to the other mixed items at the time of mixing.

6.4 If the mixing takes place in such a way that the item of the SUPPLIER is to be regarded as the main item, it shall be deemed agreed that the SUPPLIER shall transfer co-ownership to the CUSTOMER on a pro rata basis. The SUPPLIER shall keep the sole ownership or the co-ownership for the CUSTOMER.

7. Packaging

7.1 Packaging shall be charged at cost price at the most.

7.2 The SUPPLIER shall pack, ship and insure its deliveries properly and comply with all applicable packaging and shipping regulations. The SUPPLIER shall be liable for all damages incurred by the CUSTOMER as a result of improper or inadequate packaging, shipping or insurance.

7.3 Deliveries containing dangerous goods must be marked accordingly and transported in accordance with the applicable transport regulations.

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8. Delivery periods / contractual penalty

8.1 Fixed delivery periods shall be strictly observed. The CUSTOMER shall be informed immediately of any impediments when they occur or are foreseeable, at the same time stating the duration of the delay, so that other measures can be taken in good time if necessary. The stated reasons for the impediment shall be proven to the CUSTOMER without delay upon request. The right to assert further claims for damages due to delay remains unaffected. The CUSTOMER is entitled to deduct a contractual penalty from the payments to be made to the SUPPLIER.

8.2 The CUSTOMER is not obliged to accept partial deliveries or services. In the event of agreed partial deliveries, the delivery bill shall state the quantity still to be delivered.

9. Transport risk

Any risk shall not pass to the SUPPLIER until the goods have been delivered to and accepted by the SUPPLIER or at the agreed place of performance. Until this time, the SUPPLIER bears all risk.

10. Warranty / Liability for Defects

10.1 The SUPPLIER warrants and represents that all services/deliveries to be rendered by him at the time of delivery comply with the latest state of the art, the relevant provisions, regulations and guidelines of authorities, trade associations and professional associations of the Federal Republic of Germany as well as the basis of these purchase orders.

10.2 The data stated in the technical documents of the PURCHASER do not release the SUPPLIER from their verification and responsibility for the scope of delivery/service and do not limit the liability for defects.

10.3 In the event of defective performance, the SUPPLIER shall immediately repair or replace the defective goods. All costs incurred in this connection shall be borne by the SUPPLIER. He has a one-time right of rectification. If the SUPPLIER does not comply with this obligation within the period specified by the CLIENT or if the rectification is unsuccessful, the CLIENT is entitled to rectify the defects and damage itself or have them rectified by third parties without setting a further deadline and to charge the costs incurred to the SUPPLIER.

10.4 Notices of defects shall be deemed to have been given in due time if externally visible defects are notified within two weeks after receipt of the goods, other defects within two weeks after they have been discovered by the SUPPLIER or notified by the customers of the SUPPLIER. Defects which cannot be discovered by taking random samples shall be deemed to be hidden defects. Unless otherwise agreed, the liability period for defects shall be 24 months. It begins with the handover of the delivery

item to the CUSTOMER or the third party named by the CUSTOMER at the place of receipt prescribed by the CUSTOMER. It shall start anew for repaired or replaced delivery items.

11. Counterfeit parts

The SUPPLIER shall prevent counterfeit parts from being delivered to the CUSTOMER by means of suitable processes in his company. The responsibility for ensuring that parts delivered to the CLIENT are not counterfeit remains with the SUPPLIER even after acceptance of the service by the CLIENT.

12. Inspections by the SUPPLIER

The SUPPLIER shall carry out tests on the product to be delivered on its own responsibility, document them and hand over the test certificates to the CLIENT. If the type and scope of the tests or samples are not defined by the purchase order, the SUPPLIER shall perform at least all tests that are necessary to prove the serviceability and usability of the ordered service. Any documentation of test results must be kept by the SUPPLIER for at least 10 years after completion of the order.

13. Inspection rights of the orderer

The SUPPLIER and, if applicable, its customers shall have the right at any time to inspect the performance of the service in accordance with the contract during ongoing production, to inspect the execution documents, to satisfy themselves that the delivery deadlines have been met and to demand all other necessary information. The SUPPLIER shall grant the SUPPLIER, its customers and, if applicable, regulating authorities and their experts access to all facilities and records related to the order at every level of the supply chain. The CONTRACTOR shall be given the opportunity to inspect the performance or to conduct a pre-acceptance inspection at the SUPPLIER's plant. To the extent that the PURCHASER performs tests on the Deliverable there, the SUPPLIER shall provide the equipment necessary for such testing.

14. Terms of payment

Invoices shall be submitted to the CUSTOMER after shipment of the delivery items. Unless special provisions on the terms of payment are stated in the orders. Payment terms shall commence on the date of receipt of the invoice and delivery of the goods with all required documents.

15. Invoices

Invoices must always contain the CUSTOMER's order data, in particular the order number. The presentation of improper/incomplete invoices, missing acceptance documents/certificates shall not set the payment period in motion.

16. Property rights

The SUPPLIER guarantees that the delivery or use of the delivered goods does not infringe the rights of third parties, in particular industrial property rights such as

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patents, trademarks or utility models. The SUPPLIER undertakes to indemnify the CUSTOMER against all claims of third parties arising from any alleged infringement of rights and to reimburse any expenses incurred. The SUPPLIER grants the CUSTOMER the non-exclusive, gratuitous, transferable right to use all industrial property rights and applications for industrial property rights, drawings and other know-how used in the manufacture of the delivery items.

17. Drawings, documents, tools, means of production, secrecy

17.1 The PURCHASER reserves all proprietary rights, copyrights and other industrial property rights to drawings, models, tools, means of production, construction plans and all other documents handed over to the SUPPLIER for the execution of the order as well as to the know-how embodied therein.

17.2 The items may only be made accessible to third parties for the purpose of executing the order and only with the prior written consent of the SUPPLIER. They may only be used by the SUPPLIER for the execution of the respective order and must be returned by the CUSTOMER immediately upon request, at the latest, however, after execution of the order. They are to be carefully maintained, stored and adequately insured by the SUPPLIER.

17.3 The SUPPLIER is obliged to treat all non-obvious business details of the contractual relationship with the CUSTOMER as business secrets and not to disclose them to third parties even after termination of the contractual relationship.

18. Others

18.1 The assignment of payment claims arising from this contract shall require the CUSTOMER's prior consent.

18.2 For the interpretation of commercial clauses, the INCOTERMS Year 2010 shall apply in the latest version valid at the time of conclusion of the contract.

18.3 The SUPPLIER is obliged to comply with the current export control restrictions. The required documents shall be enclosed with the goods.

18.4 SUPPLIER shall ensure that its employees are aware of the relevance of ethical behavior at all times. This includes, but is not limited to

- Compliance with existing laws
- Respect for others
- Clear rejection of competitive agreements and corruption.

18.5 SUPPLIER shall ensure that all persons involved in the provision of services are aware of their contribution to product and service conformity and product safety.

19. Place of performance

Place of performance for deliveries is the place of destination.

20. Applicable Law / Place of Jurisdiction

The law of the Federal Republic of Germany shall apply exclusively, unless otherwise expressly agreed.

If the SUPPLIER is a merchant in the sense of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive - also international - place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is Ludwigslust. However, the CUSTOMER shall also be entitled to bring an action at the general place of jurisdiction of the SUPPLIER.

21. Severability clause

Should any of the above conditions be or become invalid, this shall not affect the validity of the remaining conditions. In such a case, the statutory provisions shall apply instead of the invalid conditions.

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