PSZ electronic GmbH

Terms and Conditions of Purchase of PSZ electronic GmbH

1 General

1.1 Our general terms and conditions of purchase apply exclusively, unless otherwise specified in our orders. Conflicting terms and conditions of the supplier shall not be binding on us, even if we do not expressly object to them or accept the delivery without reservation.

1.2 Should individual provisions of our terms and conditions be or become invalid, this shall not affect the validity of the remaining provisions.

2 Order and order confirmation

2.1 Our orders are only binding if they are placed by us in writing or electronically. If we do not receive written order confirmation within 1 week of the order date, we reserve the right to cancel the order without obligation on our part.

2.2 Cost estimates are binding and not reimbursable by us, unless otherwise agreed in individual cases.

3 Order number, supplier number, item number

Order confirmations, invoices, delivery notes, and other documents, including those in electronic form, must contain our complete order number, item number, supplier number, and material and drawing numbers for each purchased item and service. If the required information is missing, we reserve the right to reject deliveries and invoices.

4 Service description

4.1 The supplier shall deliver the contractual product or provide the agreed service in accordance with the applicable technical documents and/or other documentation. Changes in the production process, relocation of production, or change of a subcontractor must be notified to PSZ in writing in advance.

4.2 The supplier is obliged to ensure the quality of the materials and preliminary products required for the manufacture of the contractual products by taking appropriate measures in accordance with the quality standards customary in the industry.

4.3 The supplier shall remain fully responsible for the manufacture of tools, devices, or other operating resources even if these are manufactured by third parties. Upon full payment, the tools shall become our property and must be returned to us immediately upon request at any time. The supplier shall prepare complete tool documentation for each tool and make this available to us free of charge in a form to be agreed upon.

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4.4 The documents relating to the order are binding for the supplier. However, the supplier must check them professionally and without delay for any discrepancies and notify us in writing of any errors discovered or suspected.

5 Compliance with legal requirements

5.1 By accepting the order, the supplier undertakes to comply with all relevant legal regulations applicable in the country of manufacture and distribution. This includes all safety and environmental protection regulations, including the handling of hazardous substances, electrical equipment, and electromagnetism.

5.2 If the supplier has the contractual product or parts thereof manufactured by third parties, the provisions of paragraph (1) shall apply accordingly.

6 Delivery, transfer of risk, place of acceptance

6.1 Deliveries shall be made in accordance with the shipping method specified in the order.

6.2 The transfer of risk takes place upon acceptance of the goods at the agreed place of delivery.

6.3 Unless otherwise agreed, deliveries shall be made "free domicile" to our company headquarters.

7 Prices, transport conditions

7.1 Prices are fixed prices, free to our place of acceptance, including packaging and other ancillary costs.

7.2 Invoices must be sent to us separately for each order immediately after delivery, separate from the delivery item.

7.3 Unless otherwise agreed, supplier invoices shall be paid within 14 days with a 3% discount or 60 days net after receipt of the invoice and complete performance of the service.

7.4 Payment is subject to invoice verification. Our payment does not confirm the fulfillment of the supplier's contractual obligations. The supplier is obliged to reimburse us immediately for any overpayments, whereby they cannot invoke the statute of limitations or impoverishment.

8 Delivery dates and delays

8.1 Agreed delivery times and confirmed delivery dates are binding. The supplier must notify us immediately in writing of any delays, stating the reasons and the duration of the delay.

8.2 If agreed delivery dates are not met, we may claim a contractual penalty of 5 percent for each completed week of delay, up to a maximum of 10 percent of the order value, unless the supplier is not responsible for the delay. Delays on the part of the supplier's suppliers fall within the supplier's sphere of risk. The reservation of the contractual penalty may also be declared in such a way that the forfeited contractual penalty may be deducted from the remuneration owed on the next payment due. Our statutory claims

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due to the debtor's default remain unaffected. The forfeited contractual penalty shall be offset against any claim for damages due to non-performance.

8.3 Additional costs for expedited transport necessary to meet delivery dates shall be borne by the supplier, provided this is necessary to avoid higher damages caused by delay.

8.4 Force majeure, labor disputes, operational disruptions through no fault of our own, official measures, and other unavoidable events entitle us—without prejudice to our other rights—to withdraw from the contract in whole or in part, provided that such disruption is not of insignificant duration and results in a significant reduction in our requirements.

9 Liability for defects and notification of defects

9.1 The supplier shall be liable in accordance with the statutory provisions, unless otherwise specified below. The supplier guarantees the careful and proper fulfillment of the contract, in particular compliance with the specified specifications and other implementation regulations in accordance with the latest state of the art in science and technology, as well as the quality and suitability of the delivery in terms of material, design, and execution, and the documents accompanying the delivery. The specified specifications of the contractual goods must be strictly adhered to by the supplier.

9.2 Notifications of defects shall be deemed to have been made in good time if externally visible defects are reported to the supplier within 10 working days of receipt of the goods, and hidden defects within 10 working days of their discovery or of notification by our customers. Defects that cannot be detected by random sampling shall be deemed to be hidden defects.

9.3 If the rectification of defects or replacement delivery fails, we shall be entitled, in addition to the statutory claims, to remedy the defect ourselves at the supplier's expense after a reasonable period of time has elapsed in order to avert acute dangers or avoid major damage.

9.4 Returns of defective goods shall generally be made carriage forward against a charge for the calculated value of the goods.

9.5 Claims for material defects shall become time-barred 3 years after the transfer of risk, unless the goods were used for a building in accordance with their normal use and caused its defectiveness.

9.6 In the case of defects of title, the supplier shall indemnify us against any claims by third parties. This shall not apply if the supplier is not responsible for the defect. A limitation period of 3 years shall also apply to defects of title.

9.7 The statutory provisions on suspension, interruption, and recommencement of the limitation periods under Section 438 of the German Civil Code (BGB) remain unaffected.

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10 Confidentiality

Technical documentation (such as work plans, technical testing instructions), drawings, models, samples, tools, and production equipment provided to the supplier or manufactured by the supplier according to our specifications must be kept confidential and may only be made accessible to third parties with prior written consent.

11 Third-party property rights

11.1 The supplier is liable for ensuring that no domestic or foreign third-party rights, in particular property rights such as patents, trademarks, brands, copyrights, or utility models, are infringed in connection with the delivery and use of the contractual product. This does not apply if the supplier is not at fault.

11.3 If the supplier has the property rights relating to the use of the contractual product supplied by it, it shall grant us a free right of joint use of its property rights to the extent of the contractual product supplied.

12 Liability, product liability, indemnification

The supplier shall be liable for all damage incurred by us or a third party in connection with the use of the delivery item, unless the supplier is not responsible for the defect. Liability under the Product Liability Act remains unaffected. If the supplier is responsible for product damage, they shall indemnify us against claims for damages by third parties. In this context, the supplier is also obliged to reimburse us for any expenses pursuant to
Sections 683, 670 of the German Civil Code (BGB) arising from or in connection with a recall initiated by us or our customers. We shall inform the supplier immediately in each individual case of the content and scope of the recall or service measures to be carried out.

13 Transferability, withdrawal from the contract

13.1 The transfer of rights and obligations arising from the contractual relationship requires our prior written consent. The supplier shall inform us immediately if the assignment of claims against us becomes necessary due to extended property rights of third parties.

13.2 Notwithstanding existing rights of termination or withdrawal, we shall be entitled to terminate the contract or withdraw from it in whole or in part if the creditworthiness or delivery capability of the supplier deteriorates to such an extent that the performance of the contract appears to be at risk, the supplier suspends payments, and/or insolvency proceedings are initiated against the supplier or, due to lack of assets, the opening of such proceedings is refused.

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14 Place of performance, place of jurisdiction, applicable law

14.1 The place of performance for all deliveries is the delivery address specified in our order.

14.2 The place of jurisdiction shall be, at our discretion, the court responsible for the registered office of PSZ (Weiden i.d. Opf.) or the place of jurisdiction of the supplier.

14.3 The law of the Federal Republic of Germany applies exclusively. The INCOTERMS in their currently valid version apply to the interpretation of delivery clauses.

PSZ electronic GmbH
Im Gstaudach 6
92648 Vohenstrauß

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