



MSM Sales Conditions

VTF/State 08/2022

The General Terms of Delivery (GTD*) of the „Zentralverband Elektrotechnik- und Elektroindustrie e.V.“ (ZVEI - Central Association for Electrical & Electronic Industry), status: January 2022 as well as particularly the following regulations as far as they deviate from the already mentioned General Terms of Delivery shall apply for all contracts, deliveries and other services including consulting services, provided they had not been modified or excluded with the explicit approval of Magnet-Schultz GmbH & Co. KG (from now on MSM).

I. 4. the GTD is supplemented by the following sentence:

„If delivery in partial quantities is agreed on, the buyer automatically gets into the default of acceptance unless he accepts the deliveries within six months after the originally scheduled dates. This does not apply if a longer acceptance time had been explicitly agreed upon.“

II. 4. is supplemented by the following sentence:

“The buyer shall only be entitled to exercise a right of retention if the buyer’s claim is undisputed or has been finally determined by a court of law.“

II. of the GTD will be supplemented by 5. as follows:

„If there are permanent obligations and if the agreed delivery will be more than 4 months after the conclusion of the contract, we will be entitled to raise the prices because of the increased operating cost. Should this result in a considerable price increase, the buyer is entitled to withdraw from the contract provided we do not agree to the buyer’s written request for a delivery with the old prices.“

VIII. 2., XI. 1. and XII. 2. is supplemented by the following sentence:

„This clause shall also fully apply for actions taken by our auxiliary persons.“

VIII. 6. is supplemented by the following sentence:

„The purchaser may only withhold payment, if there is absolutely no doubt as to the legitimacy of the complaint that has been lodged.“

VIII. is supplemented by the following figure 13. :

„If any repair/rework of an item delivered by us had not been executed by us or an assigned person, MSM cannot be held liable for possible damages.“

The GTD are supplemented by the following sections **XV**, **XVI**, **XVII**:

XV. „MSM is entitled to process the received data about the buyer regarding the business relationship – it does not make any difference if these come from the buyer himself or from a third party – in compliance with the data protection law and the German Federal Data Protection Act, provided the buyer does not contradict.“

XVI. „Only the German version of these sales conditions shall apply for the interpretation.“

XVII. „In case of contradictions between the GTD used by MSM and the MSM Sales Conditions the MSM Sales Conditions should have priority.“

* The GTD is available at www.magnet-schultz.com/en/support/terms-and-conditions

