Terms and conditions of purchase of

Magnet-Schultz GmbH & Co. KG, D-87700 Memmingen
SVM Schultz Verwaltungs-GmbH & Co. KG, D-87700 Memmingen
Magnet-Werk GmbH, D-87700 Memmingen

VTF/Stand 07/2025

1. Scope

Our terms and conditions of purchase apply exclusively, in all other respects the statutory provisions apply. Deviating terms and conditions of sale are not binding for us even if we do not expressly object to them in writing and/or accept the supplier's performance without reservation in the knowledge of other terms and conditions. Orders may only be passed on to third parties with our explicit consent.

2. Quotation

The supplier is obliged to accept our orders in writing, stating our order number, within a period of two weeks from receipt of the order. If the supplier does not accept the order within this period, we are no longer bound by our order. We may demand minor changes to the design and execution of the delivery item. The supplier is obliged to notify us immediately in writing of any effects, in particular with regard to additional costs and delivery dates.

3. Use of production equipment and confidential information

Drawings, tools, models, molds, samples, photographs and measuring equipment that we make available to the supplier remain our property and must be returned to us without request as soon as they are no longer required for the execution of the delivery. They may not be made available to unauthorized third parties or otherwise made accessible. The reproduction of such items is only permitted within the scope of operational requirements and copyright provisions. Any additional copies must also be returned to us. This also applies to our material, processing and manufacturing specifications.

4. Confidentiality

The contracting parties undertake to treat as business secrets all non-public commercial and technical details that become known to them through the business relationship. Subcontractors and sub-suppliers must be obliged to do the same. The contracting parties may only advertise their business relationship with written consent. If the supplier violates any of these obligations, they shall be liable for damages; we shall also be entitled to withdraw from all concluded delivery contracts.

5. Prices

Prices are fixed prices and apply free to our factory or the shipping address specified in each case, including all extra costs such as customs duties, packaging and insurance. Any deviating conditions shall be specified in our order. If our order does not contain a price, it shall be non-binding until agreement has been reached on the price. Prices are exclusive of the applicable statutory value added tax.

6. Invoices

We prefer to receive invoices electronically in e-invoice format. These must be sent immediately upon delivery, stating our order reference and number. The invoice must comply with the requirements of § 14 of the German Value Added Tax Act and, in particular, must include the date of delivery or service.

7. Payments

7.1. Unless otherwise agreed, we shall make payments within 30 days of receipt of the invoice without deduction to the invoice address specified by us. The payment period shall be calculated from the date of delivery and invoice on the one hand and the date of transfer on the other. Any other terms of payment shall be expressly stated on the front of our order.

7.2. We do not owe any interest on overdue payments. The statutory provisions apply in the event of delayed payment.

8. Right of set-off and retention

We are entitled to offset and assert rights of retention in accordance with the statutory provisions.

9. Risk of loss, transfer of risk, transfer of ownership

9.1. Contrary to § 447 of the German Civil Code (BGB), the supplier bears the risk of shipment. The risk shall pass to us at the earliest upon delivery to us at the place of destination.

9.2. The transfer of ownership of the goods to us must take place unconditionally and regardless of payment of the price. However, if in individual cases we accept an offer of transfer of ownership by the supplier conditional upon payment of the purchase price, the supplier's retention of title shall expire at the latest upon payment of the purchase price for the delivered goods.

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In the ordinary course of business, we shall remain authorized to resell the goods even before payment of the purchase price, subject to advance assignment of the claim arising therefrom (alternatively, the simple retention of title extended to the resale shall apply). This excludes all other forms of retention of title, in particular extended retention of title, transferred retention of title and retention of title extended to further processing.

10. Delivery dates, deadlines and delay in delivery

10.1. Agreed dates and deadlines are binding, even if they are not designated as „fixed". The date of delivery shall be deemed to be the date on which the goods are received by us. In the event of default, the statutory provisions shall apply. If the supplier realizes that it may exceed delivery dates, it must inform us immediately in writing.

10.2. The supplier is only entitled to make partial deliveries and provide partial services with our prior consent in writing. The acceptance of additional deliveries is at our sole discretion.

10.3. Our acceptance of late delivery or performance does not constitute a waiver of any claims or rights.

11. Force majeure

If the supplier is unable to meet the agreed deadline or date due to force majeure (e.g. natural disasters, riots, labour disputes, war, fire, flooding, pandemics, epidemics) or other circumstances that are unforeseeable and beyond its control, the delivery period shall be extended by the period of disruption. The supplier may only invoke the aforementioned reasons if it informs us immediately of the disruption and its expected duration. If the disruption is not only temporary and acceptance is unreasonable for us as a result of the delay, we shall be entitled to withdraw from the contract with regard to the part not yet fulfilled. In the event of partial performance, we shall be entitled to withdraw from the contract as a whole if we have no interest in the partial performance.

12. Notification of defects

The supplier must carry out an outgoing quality control check on the products. Within 5 working days of receipt of the products, we will carry out random checks as part of our normal business procedures to ensure that they correspond to the quantity and type ordered and that there is no externally visible transport damage or externally visible defects. If further checks by us are deemed necessary by the contracting parties, a separate agreement is required. As it is not possible to carry out a 100% incoming inspection, the outgoing inspection by the supplier must ensure that the products comply with the agreed product specifications. If the complaint relates to a serial defect or omission, the first complaint shall apply to all damage related to this. The supplier waives the right to object to late notification of defects. If we discover a defect or damage during the aforementioned inspections, we shall notify the supplier immediately. If we discover a defect or damage at a later date, we will also report this immediately. In the event of a complaint, we shall be entitled, in addition to our statutory and contractual claims, to charge the supplier for the costs of the inspection and the replacement delivery. We shall not be obliged to carry out any inspections or notifications beyond those mentioned above. § 377 of the German Commercial Code (HGB) is waived in this respect.

13. Warranty

13.1. The supplier guarantees that the delivered goods comply with the agreed specifications of the order, are made of the agreed material, are free from material, manufacturing or design defects in accordance with the state of the art at the time of the order, and are free from defects that render them unsuitable or less suitable for their normal or contractually agreed use. If EN and/or DIN regulations exist for the subject matter of the contract, the supplier shall be liable for compliance with these technical regulations. The latter shall also apply to technical specifications and to the performance data specified by the supplier and to the information or values contained in the factory test certificate, namely for the entire batch to which the factory test certificate relates.

13.2. In the event of defects, we shall be entitled to the statutory rights under § 434 et seq. of the German Civil Code (BGB) in addition to the rights arising from the warranty promise in accordance with 13.1. The delivery items shall be free of material defects if, at the time of transfer of risk, they meet the subjective requirements, the objective requirements and the installation requirements (§ 434 (1) BGB). In the event of material defects and/or defects of title (including incorrect and short deliveries as well as improper installation or defective instructions), we shall be entitled to all claims for defects.

13.3. If the goods contain digital elements or other digital content, the supplier must provide and update the digital content.

13.4. If we choose subsequent performance in the form of rectification of the defect in the event of defects, this may be carried out by us or by third parties commissioned by us at the supplier‘s expense in urgent cases in order to preserve the purchased item or in the event of default.

13.5. Our claims for material defects shall become statute-barred after four years, unless the item has been used for a building in accordance with its normal use and has caused its defectiveness. Unless there is intent or gross negligence, the limitation period shall commence upon complete delivery of the contractual item (transfer of risk), but not before the expiry of our customer‘s warranty claims regarding the contractual item. Any longer statutory limitation periods shall take precedence.

14. REACH compliance and information obligations / RoHS EU Directive 2011/65/EU / Electrical and Electronic Equipment Act

14.1. The supplier undertakes to comply with the REACH Regulation (Regulation EC No. 1907/2006) with regard to the goods delivered to us, including packaging. In particular, the supplier warrants that the delivered goods/products and their packaging do not contain any substances from the current candidate list in accordance with the regulation in quantities exceeding 0.1% by weight (SVHC substances).

14.2. If we are held liable by customers, competitors or authorities for a breach of the REACH regulations that can be traced back to a product supplied by the supplier, we shall be entitled to demand that the supplier indemnify us against these claims or compensate us for the damage caused by the lack of REACH compliance.

14.3. The above obligations apply accordingly (with the exception of registration obligations) if the supplier is based in a non-EU country.

14.4. The supplier must fully comply with environmental regulations in accordance with German and European law, including EU Directive 2011/65/EU „Restriction of the use of certain hazardous substances in electrical and electronic equipment“ (RoHS Directive) and the German Electrical and Electronic Equipment Act (Elektrogesetz).

14.5. The supplier guarantees that all products comply with the requirements of the RoHS Directive. The supplier shall compensate us for all damages and expenses (including legal costs) and for all third-party claims based on a breach of the RoHS Directive or other applicable environmental regulations for which the supplier is responsible.

15. Claims by third parties

The supplier shall indemnify us upon first request against all third-party claims based on a material defect or other breach of contract by the supplier. Our claims shall become time-barred at the earliest six months after the date on which we have satisfied our customer‘s claims.

16. Product liability, indemnification, insurance

The supplier shall indemnify us upon first request against any third-party claims if we are held liable for product liability due to errors for which the supplier is responsible. Within the scope of product liability, the supplier is also obliged to reimburse us for all expenses incurred as a result of any recall campaign, insofar as the cause lies within the supplier‘s sphere of control and organization. We shall inform the supplier immediately of any necessary recall campaigns. The supplier undertakes to take out and maintain adequate business and product liability insurance (including extended product and recall cover) and to provide us with evidence of this upon request. Any further claims for damages shall remain unaffected.

17. Limitation

Unless otherwise agreed in § 13.5 Warranty, our claims shall become time-barred in accordance with the statutory provisions. If acceptance has been agreed, the limitation period shall commence upon acceptance. Claims arising from legal defects shall not become time-barred in any case as long as the third party can still assert the right against us, in particular due to the absence of a limitation period. Insofar as we are also entitled to non-contractual claims for damages due to a defect, the regular statutory limitation period shall apply (§ 195, 199 of the German Civil Code (BGB)), unless the application of the limitation periods under sales law leads to a longer limitation period in individual cases.

18. Software

18.1. Unless otherwise agreed in individual contracts, the supplier shall grant us at least a non-exclusive, non-transferable and unlimited right of use to software and hardware products and the associated documentation.

18.2. We are entitled to make copies for data backup purposes. We are also entitled to pass these on to our customers in connection with the contractual processing, subject to any copyright notice by the author.

18.3. The supplier guarantees that the software and its data structure are free of errors and assures that proper duplicates have been made.

19. Replacement

Unless otherwise agreed, the supplier is obliged to supply us with replacement parts for the period of normal technical use, but for at least 10 years after the last delivery of the delivery item, at reasonable conditions.

20. Data

All personal data about the supplier received within the scope of the business relationship or in connection with it will be processed in compliance with the applicable data protection regulations, in particular the General Data Protection Regulation (GDPR) and the Federal Data Protection Act (BDSG). The data will be used exclusively for the purpose of processing the business relationship and will not be passed on to third parties unless this is necessary for the fulfilment of the contract or we are legally obliged to do so. To protect your data, we use appropriate technical and organizational security measures to protect it from unauthorized access, loss or manipulation.

21. Compliance

21.1. The supplier shall comply with all applicable legal regulations, in particular those of the European Union and the Federal Republic of Germany.

21.2. The supplier assumes responsibility for sustainable business practices and for safety in the supply chain. In particular, the supplier undertakes to ensure that all legal provisions for the protection of human rights, compliance with relevant labour standards and the prohibition of discrimination, forced labour and child labour are observed in the manufacture and delivery of products and in the provision of services. Furthermore, the supplier undertakes to comply with the legal provisions of the Supply Chain Due Diligence Act (LkSG) and other national and European provisions for the protection of the environment and human rights in the supply chain. The same applies to the legal requirements relating to sustainability, CO2 emissions („carbon footprint“) and resource conservation. Upon request, the supplier shall provide information and evidence free of charge. This also applies if the supplier does not fall within the direct scope of the relevant provisions. Finally, the supplier undertakes not to tolerate any form of corruption or bribery or to engage in such practices in any way.

21.3. If the supplier violates the obligations incumbent upon it under paragraphs 1 and 2 above, we shall be entitled to terminate the contract in whole or in part or to withdraw from all orders without incurring any liability.

21.4. The supplier shall ensure that the obligations set out in the preceding paragraphs are also complied with by its employees, subcontractors, representatives, affiliated companies and all other persons involved in the fulfilment of the supplier‘s obligations under the contract.

22. Safety and environmental protection

22.1. Packaging shall be designed in such a way that it is easily separable and recyclable, mixed packaging is avoided and materials from naturally renewable raw materials are used. Corresponding product and material information shall be provided.

22.2. Persons carrying out work on our premises in fulfilment of the contract must observe the applicable safety and environmental protection regulations. Liability for accidents that occur to these persons on the factory premises is excluded, unless they were caused by intentional or grossly negligent breach of duty by us, our legal representatives or vicarious agents. Furthermore, liability is not excluded for damage resulting from injury to life, limb or health.

23. Export control, customs, origin of goods and preferences

23.1. The supplier is obliged to comply with all German and EU regulations and, if relevant to the specific delivery, US regulations relating to the import, export or re-export of the goods, merchandise, software or technology that are the subject of this contract. Without our prior consent, the supplier is not entitled to deliver or incorporate US goods subject to the EAR (Export Administration Regulation) into deliveries or to involve US persons.

23.2. The supplier shall provide us with all information necessary for the export of the goods and shall provide us with the relevant data immediately, but no later than two weeks after the binding order, using the „Declaration on Export Restrictions“ form for all goods delivered under this contract and undertakes to keep us informed of any changes in writing at all times.

23.3. The supplier shall provide us with the original supplier‘s declarations with preferential origin status or preferential declarations in invoices or on EUR.1 documents prior to dispatch.

23.4. The supplier shall indemnify us against all damages, financial losses and claims by third parties incurred by us as a result of the supplier‘s breach of any of the obligations set out in this paragraph, unless the supplier is not responsible for the breach of duty.

24. Applicable law, place of jurisdiction

The law of the Federal Republic of Germany shall apply exclusively, with the exception of the UN Convention on Contracts for the International Sale of Goods. The place of jurisdiction is Memmingen. We are also entitled to sue the supplier at the registered office of its company or at one of its branches.

25. Final provision

Should any provision of these terms and conditions or of the further agreements made be or become invalid in whole or in part, this shall not affect the validity of the remainder of the contract.