



General Terms and Conditions of TecTwo GmbH

Wallstraße 22 B, D-91301 Forchheim, Germany (as of 12/2024)

1 Quote, Contract, Scope of Delivery

1.1 Quotes provided by TecTwo are non-binding and can be provided in writing or via email. Unless otherwise agreed by the parties, a contract is formed upon receipt of TecTwo' order confirmation in writing or via email, however no later than when TecTwo makes delivery. No verbal collateral contracts exist at the time the contract is formed.

1.2 The scope of delivery owed by TecTwo is always determined by the order confirmation according to Sec. 1.1. Where no order confirmation exists but TecTwo has submitted a binding quote with a time limit and the Purchaser has accepted the quote within that time limit, said quote shall determine the scope of delivery.

1.3 Agreements between the Purchaser and TecTwo specifically tailored for the particular situation (including collateral contracts, supplements and amendments to these General Terms and Conditions) – where such were entered into after the contract was formed – shall always take precedence over these Terms and Conditions. A written contract or, absent such, subject to the proof of contrary by Purchaser a confirmation according to Sec. 1.1 provided to the Purchaser by TecTwo shall determine the content of such specifically tailored agreements.

2 Prices

2.1 The prices valid at the time the contract is formed shall apply. These prices are in euros, they are ex works and do not include shipping and packaging costs, customs fees, import duties, or the value-added tax applicable by law in the particular situation.

3 Tools and molds

3.1 Tooling costs invoiced by TecTwo are only proportionate tooling costs. This pro-rata costs include regular and preventive maintenance, monitoring of production quantities, execution of potential necessary repairs, renewal in case of abrasion, storage of the tool, its insurance and ensuring that these tools except for reasonable maintenance and repair times are ready for operation.

4 Payment Terms

4.1 Invoices issued by TecTwo are payable 14 days net from date of invoice. Section 1.3 shall apply in addition.

4.2 Payment shall only be deemed received if and when TecTwo is able to dispose of the amount invoiced.

5 Delivery Periods, Scope of Delivery, Forecasts, Release Orders

5.1 The delivery period starts on the date the order confirmation is issued, however not until all of the details of the order have been fully clarified. Once the Purchaser has been notified that the order is ready to be shipped, the delivery period is considered to have been adhered to even if the shipment is delayed or impossible without TecTwo's fault.

5.2 Delivery dates and delivery periods are always approximations only and are not binding on TecTwo except where TecTwo has expressly agreed to a binding delivery date or delivery period in writing when entering into the contract. In all other respects, Sec. 1.3 of these General Terms and Conditions shall apply.

5.3 TecTwo reserves the right to deliver a quantity that exceeds or falls short of the quantity ordered, provided this is not unreasonable for the Purchaser and such variations are within commercial tolerances. The basis for the invoice issued shall be the actual quantity delivered. TecTwo shall be entitled to make partial deliveries in such scope as is not unreasonable for the Purchaser.

6 Shipment and Transfer of Risk

6.1 The Purchaser bears all packing cost. Orders are shipped EXW (Incoterms 2010) however, the Purchaser bears all cost TecTwo incurred thereby.

6.2 In the event shipment is delayed due to circumstances over which the Purchaser has control, risk transfers to the Purchaser at the time the Purchaser is notified that the order is ready to be shipped.

7 Retention of Title

7.1 All delivered items remain the property of TecTwo until such time as payment has been made in full for all TecTwo accounts receivable existing at the time the contract was formed.

8 Period of Limitation due to defects

8.1 Except as stipulated otherwise on a case by case basis the period of limitation in accordance with Secs. 438 (1) no. 3, 445b (1) or 634 a (1) no. 1 of the German Civil Code for all defect claims is twelve (12) months, starting from the date the delivered items change hands or in case an acceptance has been stipulated with acceptance of the delivered item. The expiry suspension according to Sec. 445b (2) Germany Civil Code shall end after three years.

8.2 When purchaser orders straight based to sub-suppliers (third-party parts) catalogs, lists, documents, etc. these goods from TecTwo, TecTwo only provide a guarantee in accordance with the terms of these sub-suppliers, assumed that these are known to the purchaser or should be known and that these terms don't go beyond the legal regulations for warranty.

9 Notice of Defects

9.1 Purchaser is obliged to adhere to its duties according to Secs. 377, 438 German Commercial Code (Handelsgesetzbuch). TecTwo will not waive the objection of delayed notification of defects.

Warranty claims for defects which have not been or not duly been notified are barred.

9.2 Once the goods have been processed or installed into another object, complaints regarding obvious defects are barred. Defects in part of a delivery cannot result in a complaint concerning the entire delivery except where it is unreasonable for the Purchaser to accept the part of the delivery that has no defects.

9.3 The notice must indicate the details of the defect that is being reported. The defect should be described as precisely as possible, e.g., the type of defect or malfunction. Purchaser shall grant TecTwo the opportunity to inspect the alleged defect at TecTwo's place of business.

10 Final Provisions

10.1 These General Terms and Conditions are governed by the laws of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 shall not apply.

10.2 The place of performance for payments by the Purchaser and deliveries by TecTwo is TecTwo's principal place of business in Forchheim.

10.3 For legal actions against businesspersons, legal entities organized under public law, and entities specially funded under public law, the courts of Forchheim shall have exclusive jurisdiction and venue. TecTwo is also entitled to take legal actions also at Purchasers general place of jurisdiction.

10.4 Purchaser agrees and undertakes that:

10.4.1 it will not use the goods for any purpose connected with chemical, biological or nuclear weapons, missiles capable of delivering such weapons, nuclear explosive activity or in any way that would cause TecTwo to be in breach of financial or trade sanctions imposed against Iran or any other destination;

10.4.2 it will not export, re-export, re-sell, supply or transfer the goods to any destination or party subject to UN, EU, or US trade embargos, or to any destination or party if it is known or suspected that the goods are likely to be used for the purposes set out in Sec. 10.4.1 above;

10.4.3 it will comply with all applicable export and sanctions laws;

10.4.4 it will include the same terms in its dealings with its customers; and

10.4.5 it agrees to fully indemnify TecTwo for all costs, expenses, liabilities, losses, damages, claims, proceedings, (including without limitation legal fees) incurred or awarded against TecTwo arising out of or in connection with any breach of Sec. 10.4 whether such breach occurs directly or indirectly, with or without the knowledge of TecTwo.