

§ 1 Scope of application

- 1.1 These General Terms and Conditions of Delivery and Payment apply to all contracts, deliveries and services provided by M&M Precision Works (hereinafter referred to as 'M&M') to entrepreneurs within the meaning of § 14 of the German Civil Code (BGB), legal entities under public law or special funds under public law.
- 1.2 Deviating terms and conditions of the customer shall not be recognised unless M&M expressly agrees to their validity in writing.
- 1.3 These terms and conditions shall also apply to future transactions with the customer.

§ 2 Offers and orders

- 2.1 Offers made by M&M are subject to change without notice, unless otherwise stated. A contract shall only come into effect upon written order confirmation by M&M or upon execution of the delivery.
- 2.2 M&M reserves ownership rights and copyrights to drawings, samples, calculations, CAD data and other documents. They may not be made accessible to third parties without consent.
- 2.3 M&M accepts no liability for the accuracy or suitability of materials, drawings or samples provided by the customer.
- 2.4 Current prices apply to surfaces such as chemical nickel/gold. The date of the order placed with the surface treatment service provider by M&M applies, not the customer order or the order confirmation. The order confirmation may be amended as a result.

§ 3 Prices and terms of payment

- 3.1 All prices are net plus statutory value added tax.
- 3.2 Unless otherwise stated in the order confirmation, invoice or a separate agreement, the invoice amount is payable within 30 days of the invoice date.
- 3.3 In the event of late payment, M&M is entitled to withhold further deliveries and demand advance payment.

§ 4 Delivery and delivery times

- 4.1 Delivery periods are only binding if expressly confirmed in writing by M&M. Compliance with the delivery date or delivery period shall be determined by the availability of the goods at our premises.
- 4.2 Compliance with delivery dates requires the timely cooperation of the customer (e.g. approvals, documents).
- 4.3 Events of force majeure or unforeseeable circumstances (e.g. machine failure, material shortages, transport or logistics problems) shall extend the delivery periods appropriately.
- 4.4 Partial deliveries are permissible provided they are economically reasonable and acceptable to the customer. This shall not result in additional costs for the customer.

§ 5 Transfer of Risk, Packaging and Shipping

- 5.1 Unless otherwise stated in the order confirmation, delivery shall be made “ex works”. The risk of accidental loss or accidental deterioration of the goods shall pass to the customer as soon as the goods have been handed over to the customer or the carrier, even in the case of partial deliveries. The same shall apply if the customer is in default of acceptance.
- 5.2 The costs of packaging and shipping shall be borne by the customer. This also applies to partial deliveries, insofar as they are made at the request or in the interest of the customer. Special packaging or special shipping methods shall only be carried out at the express request and expense of the customer.
- 5.3 At the customer's request and expense, the delivery will additionally be insured against transport damage.

§ 6 Defects and warranty

- 6.1 The customer must inspect the goods immediately upon receipt and report any visible defects in writing within 7 calendar days. Defects discovered later must be reported immediately upon discovery.
- 6.2 In the event of justified defects, M&M shall, at its own discretion, either repair or replace the goods.
- 6.3 Withdrawal or a reduction in price shall only be permissible if the repair has failed twice or is refused by M&M.
- 6.4 No liability shall be accepted for damage resulting from improper use, incorrect assembly or modifications by the customer.

§ 7 Liability

- 7.1 M&M shall only be liable in cases of intent or gross negligence, as well as in cases of injury to life, limb or health.
- 7.2 In cases of simple negligence, M&M shall only be liable for breaches of essential contractual obligations and limited to foreseeable damage typical for this type of contract.
- 7.3 Any further liability is excluded; mandatory claims under the Product Liability Act remain unaffected.

§ 8 Tools and aids

- 8.1 Tools, devices or aids provided by the customer shall be stored for a maximum of 3 years after the last delivery. After this period, M&M may demand their return or dispose of them.
- 8.2 The customer is responsible for insuring such tools.

§ 9 Retention of title

- 9.1 The delivered goods remain the property of M&M until full payment has been received.
- 9.2 The customer is entitled to resell the goods in the ordinary course of business. In doing so, they hereby assign all claims in the amount of the final invoice amount to M&M.

§ 10 Place of jurisdiction and law

- 10.1 German law applies, excluding the UN Convention on Contracts for the International Sale of Goods.
- 10.2 The place of jurisdiction is the registered office of M&M Precision Works.