



Terms and conditions of purchase

1. Order

- 1.1 Move und Traffic Controls GmbH (hereinafter referred to as MTC) may revoke the order if the customer has not accepted it in writing within two weeks of receipt (order confirmation).
- 1.2 If the order confirmation differs from the order, MTC shall only be bound if it has agreed to the deviation in writing. In particular, MTC is bound by the Contractor's general terms and conditions only to the extent that they correspond to its terms and conditions or that it has agreed to them in writing. The acceptance of deliveries and services as well as payments does not constitute consent.
- 1.3 Changes or additions to the order are only effective if they are confirmed in writing by MTC.

2. Delivery Period – Withdrawal

- 2.1 The agreed delivery period will be credited from the day of the order. It is fixed within the meaning of Section 376 of the German Commercial Code (HGB).
- 2.2 If the Contractor recognises that it is not possible for him to deliver in whole or in part on time, he shall notify this immediately, stating the reasons and the expected duration of the delay.
- 2.3 If deliveries are not received on the agreed date, MTC shall in any case be entitled, without prejudice to its rights under Section 376 of the German Commercial Code (HGB), to withdraw from the contract in whole or for the part that has not yet been fulfilled after a grace period of 7 days without compensation. Any claims for damages incurred by MTC, regardless of the legal grounds, remain in place despite withdrawal.

3. Delivery - Liability

- 3.1 Unless otherwise agreed, the shipping costs are at the expense of the customer. All shipping documents must include order data as well as any necessary additions such as "partial delivery" or "remaining delivery".
- 3.2 In the case of pricing ex works or from the Contractor's sales warehouse, shipments must be made at the lowest cost in each case, unless MTC has prescribed a specific mode of transport. Additional costs due to non-

compliance with shipping regulations are at the expense of the contractor. If the price is set freely by the recipient, MTC can also determine the mode of transport. Additional costs for accelerated transport that may be necessary to meet a delivery date are to be borne by the contractor.

- 3.3 Each delivery must be accompanied by a packing slip or delivery note stating the contents and the complete order label. The dispatch must be indicated immediately with the same information.
- 3.4 Unless the agreed price is "including packaging", packaging is to be charged at cost price.
- 3.5 All damage that may have occurred due to improper packaging is borne by the contractor. This also applies to consequential damages, unless the contractor can prove proper packaging.
- 3.6 Packaging subject to take-back must be taken back by the contractor at MTC's registered office. MTC is entitled to refuse the delivery of goods that are not packed in recyclable transport containers. MTC's costs for the disposal of delivered transport packaging shall be borne by the Contractor.
- 3.7 MTC will only bear the costs of insurance if they have been expressly requested by it.
- 3.8 In the event of overdelivery, the MTC is free to refuse to accept or accept delivery.

4. Terms of payment

- 4.1 The invoice must be sent to MTC immediately after delivery, stating the order details, or sent by email to buchhaltung@mtcontrols.de.
- 4.2 Payment shall be made upon receipt of the goods in full or full service and upon receipt of the invoice, at MTC's option.
- 4.3 Unless otherwise agreed, payments shall be made within 14 days with a 3% discount, within 30 days with a 2% discount, or within 60 days net.

5. Warranty – Liability – Obligation to Complain

- 5.1 All characteristics specified by the Contractor about the ordered item or required by MTC in the order shall be deemed to be warranted.



- 5.2 Without prejudice to the statutory warranty claims, MTC shall be entitled to demand warranty in the event of defects based on defects or defects in the material, construction or workmanship that occur within 24 months of delivery.
- 5.3 If defects are discovered before or at the time of transfer of risk or occur during the warranty period, the Contractor shall, at MTC's discretion, either remedy the defects or deliver or perform new defects free of defects. This also applies to deliveries where the test is limited to random samples.
- 5.4 If the Contractor does not remedy the defects or the new delivery or service within a period of time to be set by MTC, MTC shall be entitled to withdraw from the contract in whole or in part without compensation or to demand a reduction in the price, or to carry out or have carried out repair or new delivery itself at the Contractor's expense or to claim damages for non-performance. The same shall apply if the Contractor declares that it is unable to remedy or perform the defects within a reasonable period of time.
- 5.5 Notices of defects may be filed within one month of delivery or service or, if the defects are only noticed during processing, processing or use, since they were discovered.
The Contractor shall bear the costs and risk of returning defective delivery items.

6. Ownership

The passing on of orders to third parties is not permitted without the written consent of MTC and entitles MTC to withdraw from the contract in whole or in part and to claim damages.

7. Provision of materials

Material supplies remain the property of MTC and must be stored, labelled and managed separately free of charge. Their use is only permitted for MTC orders. In the event of depreciation or loss, compensation must be provided by the contractor. Processing or transformation of the material is carried out for the MTC. The latter becomes the direct owner of the new or restructured property. If this is not possible for legal reasons, MTC and the Contractor agree that MTC will become the owner of the new item at any time of processing or transformation. The Contractor shall keep the new item free of charge for MTC.

8. Tools, molds, samples, documents, confidentiality, etc.

Tools, moulds, samples, models, profiles, drawings, standard sheets, print templates, as well as objects produced thereafter, may not be passed on to third parties or used for purposes other than the contractual purposes without the written consent of MTC. They must be secured against unauthorized inspection or use. Subject to further rights, MTC may demand its surrender if the Contractor violates this obligation.

9. Occupational health and safety

The Contractor shall ensure that all activities within the scope of this contract are carried out in compliance with the applicable occupational health and safety regulations. It undertakes to instruct its employees as well as all partners and service providers it uses accordingly and to ensure a safe, healthy and respectful working environment.

10. Place of jurisdiction – place of performance

The sole place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is the establishment of MTC.

The place of performance and jurisdiction for all disputes arising from this contract is Berlin. In all other respects, German law applies exclusively.

11. Follow-up business

The above terms and conditions of purchase shall also apply to any follow-up transactions.