

## General Terms and Conditions of Purchase (GTCP) Studio Hamburg MCI GmbH

### 1. General Provisions – Scope of Application

1.1 Our Terms and Conditions of Purchase (GTCP) shall apply exclusively. We do not recognize any terms and conditions of the supplier that conflict with or deviate from our GTCP unless we have expressly agreed to their validity in writing. Our GTCP shall also apply if we accept the supplier's delivery without reservation while being aware of conflicting or deviating terms and conditions of the supplier.

1.2 Any agreements made between us and the supplier for the purpose of executing this contract must be set forth in writing in this contract.

1.3 Our GTCP shall apply only to entrepreneurs within the meaning of Section 310 (1) of the German Civil Code (BGB) and are therefore directed exclusively at commercial customers, self-employed persons, and freelancers.

Contracts are concluded with:

Studio Hamburg MCI GmbH  
Jenfelder Allee 80  
22045 Hamburg, Germany  
Phone: +49 (0)40 6688 3367  
Email: [info@mci.de](mailto:info@mci.de)  
VAT ID No.: 199097943  
Commercial Register: Hamburg District Court, HRB 70454

### 2. Offers – Offer Documentation

2.1 The supplier shall be obligated to accept our order within two weeks. [AGB\_Einkau...edingungen | PDF]

2.2 We reserve ownership rights and copyrights to illustrations, drawings, calculations, and other documents. They may not be made available to third parties without our express written consent. They may be used solely for manufacturing based on our order and must be returned to us without request and free of charge upon completion of the order. They must be kept confidential from third parties; Section 10.5 shall apply additionally.

### 3. Prices – Terms of Payment

3.1 The price stated in the order is binding. Unless otherwise agreed in writing, the price includes delivery and shipment carriage paid ("Delivered Duty Paid"/free domicile) to our business address or, where specified otherwise, exclusively to the delivery location designated by us, including packaging. The supplier shall bear the costs of packaging, freight, and transport insurance.

3.2 Where delivery ex works has been agreed in individual cases, the supplier shall arrange the most cost-effective method of transport and ensure correct declaration of the goods value. In such cases, the supplier shall also remain liable for transport damage.

3.3 Statutory value-added tax (VAT) is included in the price.

3.4 Invoices can only be processed if they state the purchase order number specified in our order. The supplier shall be responsible for any consequences arising from failure to comply with this obligation unless the supplier proves that it is not responsible for such failure.

3.5 Unless otherwise agreed in writing, we shall pay the purchase price within 14 days of delivery and receipt of invoice with a 2% cash discount, or within 30 days of receipt of invoice net.

3.6 Payment shall not constitute acknowledgment of proper performance nor waiver of any warranty claims arising from defects.

3.7 We shall be entitled to statutory rights of set-off and retention.

#### **4. Delivery Time**

4.1 The delivery date specified in the order shall be binding. Compliance with delivery dates shall be determined by receipt of the goods at the destination.

4.2 The supplier shall immediately notify us in writing if circumstances arise or become apparent indicating that the agreed delivery date cannot be met.

4.3 In the event of delay in delivery, we shall be entitled to the statutory remedies. In particular, after the unsuccessful expiry of a reasonable grace period, we may claim damages in lieu of performance. If we claim damages, the supplier shall have the right to prove that it was not responsible for the breach of duty.

4.4 Any further rights and claims shall remain reserved.

#### **5. Documents**

5.1 Unless otherwise agreed in writing, delivery shall be made carriage paid to the specified destination (see Section 3.1 above).

5.2 The supplier shall specify our purchase order number accurately on all shipping documents and delivery notes. Failure to do so shall mean that any resulting processing delays shall not be our responsibility.

## **6. Inspection of Defects – Warranty**

6.1 The supplier warrants that the goods supplied possess the characteristics specified in our order, comply with the latest state of technology and all applicable legal requirements, and do not infringe any third-party rights.

6.2 We shall inspect the goods within a reasonable period for any discrepancies in quality or quantity. Notice of defects shall be deemed timely if received by the supplier within five business days from receipt of the goods or, in the case of hidden defects, from their discovery.

6.3 If a defect in goods supplied to us is discovered only by our customer, it shall be presumed in our favor that the defect already existed at the time of delivery to us pursuant to Section 445a (1) BGB, unless the supplier proves otherwise.

6.4 We shall be entitled to the full statutory warranty rights. In any case, we may require, at our discretion, either rectification of the defect or replacement delivery. The right to claim damages, in particular damages in lieu of performance, is expressly reserved.

6.5 We shall be entitled to remedy defects ourselves at the supplier's expense if the supplier is in default of subsequent performance.

6.6 The limitation period shall be 36 months from the transfer of risk unless the mandatory provisions of Sections 445b and 478 (2) BGB apply.

6.7 The remaining mandatory provisions concerning supplier recourse shall remain unaffected.

## **7. Product Liability – Indemnification – Liability Insurance**

7.1 To the extent that the supplier is responsible for product damage, the supplier shall indemnify us against third-party claims for damages upon first request insofar as the cause falls within the supplier's sphere of control and organization and the supplier is itself liable externally.

7.2 Within the framework of its liability under Section 7.1, the supplier shall also reimburse any expenses incurred under Sections 683, 670 BGB or Sections 830, 840, 426 BGB arising from or in connection with a lawful product recall conducted by us. We shall inform the supplier, where possible and reasonable, of the content and scope of such recall measures in advance and provide an opportunity for comment.

7.3 Any notifications required to competent authorities under the German Product Safety Act (ProdSG) shall be made by us in coordination with the supplier.

7.4 The supplier undertakes to maintain product liability insurance with coverage of EUR 10 million per personal injury/property damage event as a lump sum throughout the term of this contract, i.e. until expiry of the applicable warranty limitation period. Any further claims for damages shall remain unaffected.

## **8. Intellectual Property Rights**

8.1 The supplier warrants that no third-party intellectual property rights within the Federal Republic of Germany will be infringed by or in connection with its delivery.

8.2 Should a third party nevertheless assert claims against us on this basis, the supplier shall indemnify us against such claims upon first written demand.

8.3 In the event of third-party claims for damages, the supplier may prove that it was not at fault for the infringement. We shall not enter into any agreements with the third party, particularly settlements, without the supplier's consent.

8.4 The supplier's obligation to indemnify shall cover all expenses necessarily incurred by us as a result of or in connection with claims asserted by a third party, unless the supplier proves that it was not responsible for the breach giving rise to the infringement.

8.5 The limitation period for such claims shall be three years from the transfer of risk.

## **9. Assignment**

Assignment of claims by the supplier against us shall be valid only with our prior written consent.

## **10. Retention of Title – Materials Provided – Tools – Confidentiality**

10.1 Where we provide parts or materials to the supplier, we retain ownership thereof. Any processing or transformation by the supplier shall be carried out on our behalf. If our reserved goods are processed together with items not belonging to us, we shall acquire co-ownership of the new item in proportion to the value of our item (purchase price plus VAT) compared with the other processed items at the time of processing.

10.2 If items provided by us are inseparably mixed with other items not belonging to us, we shall acquire co-ownership of the new item in proportion to the value of the reserved goods compared to the other mixed items at the time of mixing. If the supplier's item is regarded as the principal item, it is agreed that the supplier shall transfer proportional co-ownership to us according to the value of the item provided by us and shall hold such ownership in custody for us.

10.3 We retain ownership of all tools. The supplier shall use such tools exclusively for manufacturing the goods ordered by us. The supplier shall insure our tools at replacement value against fire, water, and theft damage at its own expense. The supplier hereby assigns all insurance claims arising therefrom to us, and we hereby accept such assignment. The supplier shall perform all necessary maintenance, inspections, repairs, and servicing at its own expense and inform us immediately of any malfunctions. Failure to do so shall not affect any claims for damages.

10.4 To the extent that the security interests to which we are entitled exceed the purchase price of all unpaid reserved goods by more than 10%, we shall release security interests of our choosing at the supplier's request.

10.5 The supplier shall keep strictly confidential all illustrations, drawings, calculations, documents, know-how, information, and/or experience received from us. They may only be disclosed to third parties with our express consent. This confidentiality obligation shall survive termination of the contract but shall cease to apply insofar as the manufacturing knowledge contained in the documents has become generally known or can be proven to have already been known to the supplier at the time of disclosure.

#### **11. Jurisdiction – Place of Performance**

11.1 If the supplier is a merchant within the meaning of German commercial law, our registered office shall be the place of jurisdiction. However, we shall also be entitled to bring legal action against the supplier at its place of business or residence.

11.2 Unless otherwise stated in the order, our registered office shall be the place of performance.