

1. Scope of application:

1.1. The legal relationships of NMH GmbH (Contractor) are governed by the following contractual terms and conditions for commercial transactions and, to the extent permissible, also for business transactions with non-merchants.

1.2. Any deviating terms and conditions of the client shall only become part of the contract if the contractor expressly acknowledges them in writing.

2. Order:

2.1. The Contractor shall manufacture the contractually agreed work on time by processing and finishing the semi-finished products to be provided by the Client. The Client shall pay the agreed remuneration for the work manufactured in accordance with the contract.

2.2. The quantity of the finishing work shall be determined by the quantity delivered in each case.

2.3. The Client shall provide the Contractor with any drawings, models or other production documents according to which the contract processing work is to be carried out. If the Contractor is unclear about any details of the semi-finished products or the work to be produced, it shall obtain the necessary information from the Client before carrying out the work.

2.4. Production documents, know-how and other equipment provided by the Client shall be used by the Contractor exclusively for the processing of the products covered by the contract. The Contractor shall treat written documents and acquired know-how as confidential and shall only make them available to third parties if this is essential for production reasons and if these persons have previously undertaken to maintain confidentiality.

2.5. The items delivered and made available by the Client shall be protected by appropriate measures against external influences, in particular theft or damage. The Client shall adequately insure the items provided to the Contractor against the risks of loss, theft, damage by fire, water, storm and similar events during the period of custody by the Contractor.

3. Delivery, transfer of risk for semi-finished products, delivery of processed products, delay in delivery, transfer of risk for processed products:

3.1. The delivery of semi-finished products shall be carried out by the Client. The Contractor shall not be charged any costs for this.

3.2. Delivery times are generally non-binding and approximate, unless otherwise agreed in writing.

3.3. If the agreed delivery deadlines are not met due to force majeure, e.g. mobilisation, war, riots or similar events, e.g. strikes, lockouts, the deadlines shall be extended accordingly.

3.4. If the Contractor is in default of delivery, the Client may – provided it can prove that it has suffered damage as a result – demand compensation for each completed week of delay of 0.5%, but not more than a total of 5% of the net price for the part of the deliveries.

which could not be put into service as intended due to the delay.

3.5. Both claims for damages by the Client due to delay in performance and claims for damages in lieu of performance that exceed the limits specified in clause 3.4. are excluded in all cases of delayed delivery after expiry of a delivery deadline set for the Client. This shall not apply in cases of mandatory liability due to intent, gross negligence or injury to life, limb or health. The Client may only withdraw from the contract within the framework of the statutory provisions if the Contractor is responsible for the delay in delivery.

3.6. The processed goods shall be delivered "ex works" unless the Contractor has expressly agreed otherwise with the Client. The risk of accidental loss and accidental deterioration of the goods processed by us shall therefore pass to the Client upon handover to or collection by the transport person. This shall also apply in the case of partial deliveries.

4. Incoming goods inspection by the Contractor:

4.1. The Contractor shall subject the semi-finished products to an incoming inspection upon receipt, during which the materials received shall only be checked for identity and externally visible damage.

4.2. If the Contractor's incoming inspection or the finishing process reveals defects in the semi-finished products delivered by the Client that jeopardise or prevent the Contractor from properly fulfilling the contract, the Contractor shall notify the Client of the defects without delay. The Client shall replace the defective semi-finished products with defect-free batches, authorise the Contractor to sort them out or issue a corresponding release.

4.3. If hidden defects that prevent or unreasonably impede production in accordance with the contract only become apparent during the course of the finishing process, the Contractor shall be entitled to reimbursement of the expenses incurred up to the discovery of the defect. Further legal claims, such as compensation for QA expenses, machine downtime or tool breakage, etc., shall be reimbursed in full by the Client.

5. Carrying out the finishing:

5.1. The processing shall be carried out by the Contractor with professional care so that the end product meets the quality characteristics and intended purpose of the article.

5.2. If the semi-finished products are not made available to the Contractor by the Client in good time, the return delivery of the finished products shall be postponed by the same period of time.

6. Contractor's warranty:

6.1. The Client shall inspect the finished products returned by the Contractor and notify the Contractor of any defects found. The Client shall notify the Contractor in writing of any obvious deviations within a preclusive period of two weeks. The Client shall notify the Contractor in writing of any hidden defects or faults immediately after their discovery.

6.2. The Contractor's warranty is limited to rectification. Further warranty claims are excluded to the extent permitted by law.

6.3. The warranty period is 1 year from the handover of the final products to the Client.

7. Claims for damages:

7.1. Claims for damages by the Client, regardless of their legal basis, in particular due to breach of obligations arising from the contractual relationship and from tort, are excluded.

7.2. This shall not apply in cases of mandatory liability, e.g. under the Product Liability Act, in cases of intent, gross negligence, injury to life, limb or health, or breach of essential contractual obligations. However, claims for damages for the breach of essential contractual obligations are limited to the foreseeable damage typical for this type of contract, unless there is intent or gross negligence or liability for injury to life, limb or health.

7.3. Insofar as the customer is entitled to claims for damages, these shall become time-barred upon expiry of the limitation period applicable in accordance with clause 6.3. The same applies to claims of the customer in connection with measures to prevent damage (e.g. recall campaigns). In the case of claims for damages under the Product Liability Act, the statutory limitation provisions shall apply.

8. Retention of title:

8.1. The parties agree that the semi-finished products provided and any technical equipment made available are and remain the property of the client. The contractor shall acquire co-ownership of the intermediate and final products resulting from the processing and treatment in proportion to the objective value of the semi-finished products in relation to the other processed and treated intermediate and final products at the time of processing.

8.2. The client shall be deemed the manufacturer within the meaning of Section 950 of the German Civil Code (BGB).

8.3. The contractor shall protect the semi-finished products provided and any technical equipment from access by third parties at its own expense. In particular, it shall immediately notify the client in writing of any impending or actual enforcement measures, seizures and similar.

9. Remuneration:

9.1. Prices are ex works, excluding packaging and insurance. Packaging will be charged at cost price, if applicable, and will not be taken back.

9.2. Prices are exclusive of the applicable value added tax.

9.3. Unless otherwise agreed, payment shall be made strictly net within 14 days of receipt of the invoice.

9.4. Unless a fixed price has been agreed, we reserve the right to make reasonable price changes due to changes in wage, material and distribution costs for deliveries made 3 months or more after conclusion of the contract.

10. Applicable law and place of jurisdiction:

10.1. All disputes in connection with contract processing shall be decided by the courts having jurisdiction over the Contractor's head office, provided that the Client is a merchant, a legal entity under public law or a special fund under public law. The Contractor shall also be entitled to bring an action at the Client's place of business.

10.2. The substantive law of the Federal Republic of Germany shall apply, excluding the UN Convention on Contracts for the International Sale of Goods.



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