

1. Jurisdiction

1.1 The present terms are valid for METATUBE GmbH.

1.2 This agreement applies to all products/services to be delivered (hereinafter referred to as products), unless otherwise stated in the order text, and which the supplier/service provider delivers on the basis of orders received and accepted by the purchaser during the term of this agreement.

1.3 The products must comply with the agreed description (e.g. specifications, data sheets, drawings, etc.) and/or the agreed samples. The supplier shall immediately check in each case whether a description submitted by the customer is obviously incorrect, unclear and incomplete or obviously deviates from the sample (if existing). If the supplier realises that this is the case, he shall notify the purchaser in writing without delay.

2. Quality Assurance

2.1 The supplier shall maintain a quality management system that at least meets the requirements of DIN EN ISO 9001; suppliers with a proven QM system in accordance with EN 9100 ff. (AS 9100 ff.) are given preferential treatment. If other requirements for the quality management system are set for a specific product, these are listed/proven separately. The supplier shall manufacture and test the products in accordance with the rules of this quality management system. The supplier shall immediately ensure that these requirements are compatible with his quality management system.

2.2 Any change in production processes, materials, purchased parts, relocation of production sites, changes in procedures or equipment for testing the products or other quality assurance measures have to be approved by the customer. To this end, the supplier shall submit a request to the customer in good time if he plans to make a corresponding change.

2.3 The supplier inquires the purchaser about approved sources of supply for special processes (surface treatment, NDT, etc.).

2.4 The supplier shall keep records of the implementation of the above-mentioned quality assurance measures, in particular of measured values and test results, and shall keep these records and any samples of the products in a clearly arranged manner. He will grant the purchaser - and if necessary the end customer - access to the necessary extent and hand over copies of the records and any samples. All records have to be kept for an indefinite period and may only be destroyed with the written approval of the purchaser.

3. Supplier`s obligations to provide evidence and information

3.1 At reasonable intervals, the supplier shall enable the purchaser to verify the implementation of the quality assurance measures mentioned in section 2. For this purpose, the supplier shall grant the purchaser - and if necessary the end customer - or authorities, access to his premises at any time to an appropriate extent and shall provide a professionally qualified employee to support him during such access.

3.2 The supplier shall inform the purchaser immediately in the event of a subsequent risk of error (e.g. mix-up of batches etc.).

3.3 By marking the products or, if this is impossible or inappropriate, by other suitable measures, the supplier shall ensure that, in the event of a defective product, he can immediately determine which other products and deliveries could be affected. The supplier shall inform the purchaser about his labelling system or other measures in such a way that the purchaser can make his own determinations to the necessary extent.

3.4 The supplier must take care to prevent the use of parts of dubious origin, non-approved and counterfeit parts.

4. Initial inspection by the purchaser

4.1 Within a period of 5 working days after receipt of the products, the purchaser will check whether they correspond to the quantity and type ordered and whether there is any externally visible transport damage. Externally recognizable defects such as damage or differing dimensions have to be reported to the supplier immediately. The documentation (factory certificates, COC, etc.) is also checked for conformity. If the partners consider further tests by the purchaser to be useful, these will be noted in the order.

4.2 If the customer discovers damage or a fault during the above-mentioned tests, he shall notify the supplier of this. Payment for the delivery to be blocked will only be made after the facts of the case have been clarified. If the purchaser later discovers damage or defects, he will also report them.

4.3 The purchaser is not obliged to carry out any further tests and notifications towards the supplier than those mentioned above.

5. Confidentiality

5.1 Each partner will use all documents and knowledge received in connection with this agreement only for the purposes of this agreement and will keep them secret from third parties with the same care as corresponding own documents and knowledge if the other partner describes them as confidential or has an obvious interest in keeping them secret. This obligation shall begin upon first receipt of the documents or knowledge and shall end 36 months after the end of the agreement.

5.2 The obligation shall not apply to documents and knowledge which are generally known, or which were already known to the partner on receipt without the partner being obliged to maintain secrecy or which are subsequently transmitted by a third party entitled to pass them on or which are developed by the corresponding partner without exploitation of documents or knowledge of the other partner to be retained.