1. Scope

1.1. The following General Conditions of Purchase shall apply to all goods and/or services acquired or purchased from the Supplier by Tesat-Spacecom GmbH & Co. KG (hereinafter referred to as TESAT).

1.2. These General Conditions of Purchase shall only apply to companies, corporate bodies under public law or special funds under public law as defined in Section 310 para. 1 of the German Civil Code (BGB).

1.3. No deviating or conflicting conditions shall be recognised even if we have expressly accepted these in writing.

1.4. These Conditions of Purchase shall also apply to all future transactions between the parties, even if the event that we accept or pay for goods without reservation in full knowledge of deviating or conflicting conditions.

2. Contract conclusion

2.1. The Supplier shall not be entitled to assign the order to a third party, either wholly or in part, or to arrange for the order to be executed by a third party, without prior written consent from TESAT. Any unauthorised transfer to a third party shall entitle TESAT to withdraw completely or partially from the contract and to claim compensation.

3. Place of execution

3.1. The delivery shall be the place at which the goods are to be delivered under the terms of the order. In the event that no place of delivery is agreed, the business address of TESAT shall be the place of execution.

4. Delivery

4.1. All delivery dates stated in the order or otherwise agreed shall be binding. Adherence to the delivery date or delivery deadline shall be determined on the basis of the date of the order. The goods or deliveries or deliveries after the agreed delivery date shall only be permitted with written agreement from TESAT.

4.2. Unless proven otherwise, the quantities, weights and dimensions ascertained by us in the course of the inspection of goods on receipt shall be considered definitive for the purpose of this contract.

4.3. If delivery is not agreed “ex works”, the Supplier shall bear the expenses required to complete such supplementary performance, including but not limited to the cost of labour costs and material costs. Further legal claims shall remain unaffected.

4.4. In urgent cases, in particular where it is necessary to avert imminent danger or prevent excessive damage, we shall have the right to rectify the identified defects ourselves or arrange to have said defects rectified at the expense of the Supplier.

5. Product damage

5.1. In the event that a customer or other third party makes a product liability claim against us, the Supplier shall be obligated to indemnify us from such claim. Further legal claims shall be governed by the terms of the contract. The Supplier shall bear the expenses required to complete such supplementary performance, including but not limited to the cost of labour costs and material costs. Further legal claims shall remain unaffected.

5.2. In such cases, all costs and expenses shall be borne by the Supplier, including the cost of any legal action or recall of goods. In all other cases, the statutory provisions shall apply.

6. Performance of work

6.1. All persons who perform work on the factory premises for the purpose of executing the contract shall comply with the provisions of the relevant regulations which have been incorporated into the general conditions of the export control classification of the ordered goods, software and/or services, the statutory and as soon as this is feasible in the normal course of business; we shall report any defects immediately upon discovery. In this respect, the Supplier shall be obligated to object to notifications of defects as unusually.

6.2. The period of warranty shall be 24 months unless a longer period is agreed in individual cases.

6.3. If a result of unsatisfactory delivery a more thorough inspection of goods is required on receipt then is normally necessary, the cost of this shall be borne by the Supplier.

6.4. In the event that a delivery item is found during the warranty period to be defective, TESAT may request supplementary performance, i.e. choose at its own option rectification of the defect or delivery of an item in good working order. The Supplier shall bear the expenses required to complete such supplementary performance, including but not limited to the cost of labour costs and material costs. Further legal claims shall remain unaffected.

6.5. In urgent cases, in particular where it is necessary to avert imminent danger or prevent excessive damage, we shall have the right to rectify the identified defects ourselves or arrange to have said defects rectified at the expense of the Supplier.

7. Invoicing and payment terms

7.1. Invoices from the Supplier shall be issued in a single copy and shall for each delivery contain all the information required in the order. Invoices must not be enclosed with consignments of goods; they must be sent directly to the FCA Department.

7.2. Unless agreed otherwise, the invoices shall be paid within 20 days with a 3% discount or within 30 days with a 2% discount or within 60 days net. The period shall begin from the point at which both the invoice and the goods or services have been received by us.

7.3. Payment shall be made subject to invoice verification.

8. Acceptance/Warranty

8.1. Goods delivered shall be subject to inspection for correctness and suitability. We shall be entitled to inspect the delivery or work performed insofar as and as far as it falls within the normal course of business; we shall report any defects immediately upon discovery. In this respect, the Supplier shall be obligated to object to notifications of defects as unusually.

8.2. The period of warranty shall be 24 months unless a longer period is agreed in individual cases.

8.3. If as a result of unsatisfactory delivery a more thorough inspection of goods is required on receipt then is normally necessary, the cost of this shall be borne by the Supplier.

8.4. In the event that a delivery item is found during the warranty period to be defective, TESAT may request supplementary performance, i.e. choose at its own option rectification of the defect or delivery of an item in good working order. The Supplier shall bear the expenses required to complete such supplementary performance, including but not limited to the cost of labour costs and material costs. Further legal claims shall remain unaffected.

8.5. In urgent cases, in particular where it is necessary to avert imminent danger or prevent excessive damage, we shall have the right to rectify the identified defects ourselves or arrange to have said defects rectified at the expense of the Supplier.

9. Product damage

9.1. In the event that a customer or other third party makes a product liability claim against us, the Supplier shall be obligated to indemnify us from such claim. Further legal claims shall be governed by the terms of the contract. The Supplier shall bear the expenses required to complete such supplementary performance, including but not limited to the cost of labour costs and material costs. Further legal claims shall remain unaffected.

9.2. In such cases, all costs and expenses shall be borne by the Supplier, including the cost of any legal action or recall of goods. In all other cases, the statutory provisions shall apply.

10. Performance of work

10.1. All persons who perform work on the factory premises for the purpose of executing the contract shall comply with the provisions of the relevant regulations which have been incorporated into the general conditions of the export control classification of the ordered goods, software and/or services, the statutory and as soon as this is feasible in the normal course of business; we shall report any defects immediately upon discovery. In this respect, the Supplier shall be obligated to object to notifications of defects as unusually.

10.2. All regulations relating to entering and leaving the factory premises must be adhered to. No liability shall be accepted for accidents which occur on the factory premises and involve such persons, unless such accidents have been caused by intent or gross negligence of the Supplier. In cases of liability based on fault, such claims if and insofar as the damage has been caused by defects of the goods, the Supplier shall bear the burden of proof in this respect.

10.3. In such cases, all costs and expenses shall be borne by the Supplier, including the cost of any legal action or recall of goods. In all other cases, the statutory provisions shall apply.

11. Provision of material

11.1. All documents and objects of any kind provided to the Supplier by TESAT shall remain the property of TESAT. The purpose of supplying the ordered goods. The Supplier shall insure all materials provided to him against loss and destruction. Subject to the relevant rules of operation (“Leitlinie”); all regulations relating to entering and leaving the factory premises must be adhered to. No liability shall be accepted for accidents which occur on the factory premises and involve such persons, unless such accidents have been caused by intent or gross negligence of the Supplier.

11.2. Any personnel provided by us shall be subject to the supervisory authority of the Supplier with regard to installation work and shall be deemed to be vice agents of the Supplier.

12. Confidentiality

12.1. The order placed by TESAT shall be treated as confidential. Moreover, the Supplier shall undertake not to use or disclose any confidential information and documents which are not in the public domain, and which are disclosed to him in the course of the business relationship, beyond and beyond the purpose of the order or premature termination of the order, and to use such information and documents exclusively for the purpose of supplying the ordered goods. Any failure to observe confidentiality shall extend accordingly to any subcontractors.

12.2. Products which are manufactured according to documentation drawn up by us or according to confidential information supplied by us or using our tools or copies of tools used by ourselves or on behalf of TESAT himself or offered or supplied to third parties.

12.3. Any mention or display by the Supplier of the TESAT corporate name or of trademarks or equipment belonging to TESAT in advertising material, marketing, advertising, trade fairs or other publications shall require prior written consent from TESAT.

13. Spare parts, willingness to supply

13.1. The Supplier shall be obligated to supply TESAT with spare parts on reasonable terms for a period equivalent to the ordinary useful life of the product, and in any event for not less than ten years after the final delivery.

13.2. In the event that the Supplier discontinues supply of the delivery item following expiry of the period stated in paragraph 13.1 or during this period, he shall allow TESAT the opportunity to place one last order.

14. Place of jurisdiction, applicable law

14.1. The place of jurisdiction shall be chosen by us and shall be Stuttgart, except that the place of delivery shall be the decision of the registered office of the Supplier.

14.2. The contract shall be subject to the law of the Federal Republic of Germany to the exclusion of the standard United Nations Convention on Contracts for the International Sale of Goods (CISG) or other conditions relating to the law governing the sale of goods.

14.3. The delivery of goods and the performance of services shall be carried out in accordance with the documents and data referred to in the order, and, furthermore, with strict adherence to laws, legal ordinances, guidelines and other administrative regulations which have been incorporated into German law or which have come into force as German laws, or any EU directives or regulations which are directly applicable in German law.

15. Export control

15.1. Compliance with the law governing export control is of utmost importance.

15.2. The Supplier shall be obligated to notify us in a legally binding manner of the export control classification of the ordered goods, software and/or technology as required by national and US export control law, using the terms of form entitled “Supplier’s Information about Export Control”. Any amendments to the export control classification must be reported immediately.

15.3. Furthermore, it shall be incumbent upon the Supplier to obtain the necessary export licences or other relevant permits from the responsible authorities without delay and to provide TESAT with copies thereof.

16. Insurance

16.1. The Supplier shall maintain all insurance required for products or business premises or other associated costs and shall furnish evidence upon request. This expressly includes employee’s liability insurance with coverage of at least 5 million euro per personal injury/proper damage. Any further claims for damages remain unaffected.

17. Severability clause

17.1. Should one of the preceding provisions be invalid, the remaining provisions shall be without prejudice to the validity of the remaining provisions. The invalid provision shall be replaced by a valid provision that corresponds as closely as possible to the invalid provision in the commercial purpose of these General Conditions of Purchase in their entirety and the contractual agreements. The same shall apply in the event that the General Conditions of Purchase are found to contain a loophole.