



WTN. Know-how made perfect.



General Contractual Conditions for Engineering Services of Werkzeugtechnik Niederstetten GmbH & Co. KG

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I. Commissioning of services/payments

1. Insofar as WTN is commissioned with engineering services and, if applicable, subsequently with the manufacturing of products, each commissioning shall be considered as an independent contractual relationship. Insofar as claims are asserted by the Buyer from the respective – possibly successively granted – contractual relationships, these claims can generally only refer to the contractual relationship from which the rights claimed and asserted by the Buyer are derived. The commissioning of engineering services shall in any case constitute a separate contractual relationship, irrespective of any subsequent delivery to the Buyer.
2. As far as WTN exclusively provides services within the scope of the order, they are due for payment upon invoicing. The remuneration for work services is due for payment in accordance with Section III of our General Terms of Sale, Delivery and Payment. Before the invoice is issued, acceptance by the Buyer usually takes place through approval within the scope of a design meeting. Any joint commissioning agreed between the contracting parties does not change the payment due date.

II. Retention of title

WTN reserves the title to the products manufactured and delivered by it until receipt of all payments from the underlying contractual relationship.

III. Copyright

Insofar as WTN has rendered engineering services and the contractual relationship is terminated before the complete rendering of services – for whatever legal reason – the Buyer shall observe the copyright of WTN on the rendered services; a use of the engineering services – of whatever kind – is only permitted with the written consent of WTN.

IV. Warranty / liability

1. WTN guarantees the execution of the accepted work according to the acknowledged rules of technology. Decisive for the type and scope of the work are the agreements made between WTN and the Buyer, especially the exchanged drawings and data records. In case of partial services according to the service offers WTN warrants that the services will be rendered or the development objects will be manufactured in such a way that they are not afflicted with defects that cancel or reduce the value or the suitability for the usual use or the use presupposed according to the contract and that they have – insofar as expressly agreed – the guaranteed characteristics.
2. In case of defects in delivered products, WTN will remedy the defects within a reasonable period of time either by rectification of defects or by new delivery. Insofar as WTN has only rendered services, warranty claims can only be asserted in case of gross negligence or intent.
3. If claims for damages are asserted against WTN, clause IX of the General Terms and Conditions of Sale, Delivery and Payment of WTN shall apply.



V. Termination

1. Any termination of the contractual relationship – for whatever legal reason – must be made in writing.
2. WTN has the right to terminate existing contracts for good cause without notice. Good cause for extraordinary termination exists in particular if the Buyer does not make payments or does not make them on time, applies for the opening of insolvency proceedings or suffers financial collapse.

VI. Re-Exports to Russia

1. The recipient/contractual partner of WTN assures that goods supplied that fall under the scope of Article 12g Regulation (EU) 833/2014, will not be sold, exported, or re-exported, either directly or indirectly, to the Russian Federation or for use in the Russian Federation.
2. The recipient/contractual partner shall undertake its best efforts to ensure that the purpose of paragraph (1) is not frustrated by any third parties further down the commercial chain, including by possible resellers.
3. The recipient/contractual partner shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of paragraph (1).
4. Any violation of paragraphs (1), (2), or (3) shall constitute a material breach of contract and entitles WTN to terminate the supply relationship with immediate effect and to cancel orders already accepted without delay. The recipient/contractual partner shall indemnify WTN from all costs, third-party claims, and other disadvantages (e.g., fines) resulting from the breach of an obligation under the paragraphs (1), (2), or (3). This shall not apply if the recipient/contractual partner is not responsible for this breach of duty. Furthermore, WTN shall be entitled to demand a contractual penalty of 5% of the sales price of the goods sold in violation of the provisions of this regulation. Any further claims for damages shall remain unaffected by this.
5. The recipient/contractual partner shall immediately inform WTN about any problems in applying paragraphs (1), (2) or (3), including any relevant activities by third parties that could frustrate the purpose of paragraph (1). The recipient/contractual partner shall make available to the WTN information concerning compliance with the obligations under paragraph (1), (2) and (3) within two weeks of the simple request of such information.

VII. Final provisions

1. In addition, the General Terms and Conditions of Sale, Delivery and Payment of WTN apply in their respective valid version.
2. This contract has no ancillary agreements. Changes and additions to the contract must be made in writing to be effective. This formal requirement can only be waived by written agreement.
3. For all disputes arising from or in connection with this agreement, the jurisdiction of the court having jurisdiction for the headquarters of WTN is agreed.
4. Should individual provisions of this contract be or become invalid, the rest of the contract shall remain valid. The ineffective or inadmissible provision shall be replaced by a provision which the contracting parties would have made in good faith in a permissible manner if they had been aware of the reasons for the ineffectiveness / inadmissibility.