

General Machine Acceptance Terms and Conditions for Performances to FFT España Tecnologías de Automoción, S.A.U.



I. Scope of application

1. These General Machine Acceptance Terms and Conditions for Performances to FFT España Tecnologías de Automoción, S.A.U. apply in addition to the General Terms and Conditions of Purchase of Goods and Services to FFT España Tecnologías de Automoción, S.A.U. (hereinafter referred to as "BUYER").
2. These Terms and Conditions take precedence in the case of contradiction between them and the General Terms and Conditions of Purchase named in section I.1.

II. General

1. Delivered Goods and Services are accepted on the basis of the acceptance criteria and procedure specified in the individual order. In the event that the individual order contains no regulation or has regulatory gaps, these Terms and Conditions and the General Terms and Conditions of Purchase of BUYER shall apply in addition.
2. If the delivered Goods and Services are part of an overall plant that BUYER must deliver to its end-customer, the acceptance criteria of the overall plant as agreed between BUYER and the end-customer shall apply with precedence. BUYER will draw attention in the individual order that the acceptance criteria agreed with the end-customer apply and will make these available to SUPPLIER. In this case, the performance of SUPPLIER shall only be deemed to have been accepted upon acceptance of the overall plant by the BUYER's end-customer, without an express declaration being required.
3. All function tests, preliminary acceptances, shipment releases or performance tests under production conditions do not constitute proof of performance of the delivered Goods or final acceptance.

III. Proof of Performance / Final acceptance

1. BUYER will accept the performance of SUPPLIER if it is free of material defects that do not impair the functionality of the delivered Goods more than merely insignificantly. SUPPLIER must evidence fulfillment of the following acceptance criteria in a formal acceptance procedure (proof of performance) under production conditions:
 - a) Absence of planning errors and technical concept deficiencies in the delivered Goods
 - b) Functionality of the delivered Goods within the process-capable unit (overall plant)
 - c) Compliance with the contractually agreed material quality
 - d) Compliance with the contractually agreed performance parameters and process data
 - e) Compliance with contractually agreed or other applicable quality standards such as DIN, VDI, VDE, CE, etc., standards established by professional associations and the generally acknowledged state of the art in science and technology
 - f) Compliance with guaranteed characteristics
 - g) Compliance with quality as contractually agreed or corresponding with the state of the art
 - h) Handover of the complete documentation
 - i) Conducting of contractually agreed trainings of the machine operators
2. The proof of performance will be provided for 30 consecutive working days without shift limitation and requires 98% availability within this time period.
3. Acceptance is documented using the acceptance protocol of BUYER. After successful proof of performance, this protocol must be signed with legally binding effect by SUPPLIER and for BUYER by the person responsible for machine acceptance. Insignificant determined deficiencies must be recorded in the protocol and corresponding periods are to be set for residual works and defect remedies.

IV. Previous tests

Technical previous tests, production tests, shipment releases by SUPPLIER or other performance and quality assurance measures must be documented using the acceptance protocol of BUYER, but shall in no case replace the formal proof of performance or the final acceptance.

V. Consequences of non-acceptance

1. Determined deficiencies will be documented in the acceptance protocol. If the proof of performance (final acceptance) has failed to evidence the necessary performance parameters, the SUPPLIER is obligated, at its own expense and after previous elimination of the deficiencies, to provide a further proof of performance within a reasonable period of grace set by BUYER and agreed in writing in the acceptance protocol.
2. If SUPPLIER fails to successfully substantiate performance within the subsequent period set by BUYER, or within possibly further set periods, then BUYER shall be entitled to refuse further subsequent improvement works by SUPPLIER and
 - a) either take over the delivered Goods and Services in the state it is in and reduce the price appropriately,
 - b) undertake to bring the delivered Goods and Services to a contractual condition itself or by third parties at the cost of SUPPLIER, or
 - c) withdraw from the contract.
3. Further statutory warranty rights remain unaffected.
4. SUPPLIER indemnifies BUYER against all claims raised by third parties against BUYER due to deficient, late or un-rendered delivery by SUPPLIER.

VI. Personnel deployment, Costs

1. All costs incurred by SUPPLIER in undertaking the acceptance procedure are included in the total remuneration.
2. Unless agreed otherwise, SUPPLIER must ensure that suitable personnel of SUPPLIER are present for remedy defects and problem solution onsite throughout the entire duration of the acceptance procedure.