


Dok-ID.: Dok 8.4.001_2019		
Version: 2	General Conditions of Purchase and Delivery	
Owner: QM		

1. Validity

These General Conditions of Purchase and Delivery apply to all MICROSHIELD purchases (Products and Services), unless expressly agreed otherwise in writing. By executing the order, the supplier acknowledges our general conditions of purchase and delivery as sole contractual basis. Deviating or additional terms of delivery from suppliers shall only apply to our purchases insofar as they have been expressly acknowledged by us in writing. These terms and conditions also apply to all future transactions.

2. Transfer of MICROSHIELD orders to third parties / transfer of rights and obligations

The transfer of MICROSHIELD orders or partial orders to third parties requires the prior written consent of MICROSHIELD. MICROSHIELD will inform the supplier which evidence and information must be provided in advance to the third party (partner or subcontractor).

Without our written consent, rights and / or obligations arising from the order may not be whatsoever partially transferred to third parties. The supplier is fully liable for the products and / or services purchased from his subcontractor.

3. Access, inspection and participation rights

By accepting the order, the supplier grants MICROSHIELD, its customers, the aeronautical authorities EASA and BAZL and, where applicable, other authorities

- access to his premises,
- the inspection of the entire order-relevant documentation (electronic and / or paper)
- the performance or participation in flight and ground tests, where applicable.

It shall ensure that such access, inspection and participation rights are also granted through agreements with its partners and subcontractors.

4. Quality standards

The supplier has to comply with the state of the art in science and technology, the safety regulations and the agreed technical data. He is obliged to introduce an appropriate quality management system and to maintain it for the duration of the business relationship with MICROSHIELD. MICROSHIELD is entitled to carry out supplier audits to verify supplier-side quality assurance and / or to request documents, proofs or certificates.

5. Environmental management


The supplier is responsible for ensuring that its products comply with the applicable environmental, safety and occupational safety regulations and provisions as well as other requirements at the time of delivery. He is liable for the violation of such provisions and must release MICROSHIELD at the request of all claims of third parties and indemnify. The supplier informs us of the risks that arise from his product or service in case of improper use. [possibly further supplements for hazardous substances].

6. Provision of Material

Material supplied by MICROSHIELD for the execution of own orders remains our property. It has to be marked and stored separately until use or processing. Processing waste and leftover material shall be returned upon request by MICROSHIELD.

7. Orders and order confirmations

MICROSHIELD orders are only binding if they have been given in writing. The supplier has to confirm orders in writing within a period of 3 days. Confirmations received later or deviating from the initial order shall be deemed as a new offer which we may accept in a reasonable time.

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8. Acceptance of products and services

The supplier checks the quantity, quality and compliance with the specifications stated in the order prior to dispatch and informs us in writing of any defects. MICROSHIELD is obliged to examine the products and / or services within a reasonable time. Recognizable defects are always reported in time, if our notice of defect to the supplier within 10 days after receipt of the products or within 30 days after receipt of the service is sent. If the product delivery or the service provided is in line with the MICROSHIELD order, it will be accepted.

The Supplier warrants that the delivered products or services do not have defects that are detrimental to their value or suitability for the intended use, that have guaranteed properties and that comply with the prescribed performance and specifications as well as the relevant laws, regulations and other provisions. If defects show up during use, the supplier is obligated to deliver replacement free of charge and free of defects and to pay the consequential costs. In cases where there is a change / innovation in relevant processes / production conditions (production processes, manufacturing methods, qualifying approvals, other technical changes to manufacturing processes, changes to service processes) during an ongoing order, the supplier is obligated to deliver the goods on all deviations and to investigate changes and inform MICROSHIELD in writing about the result before implementation. (See also 13 Change to Approved Design Data and / or Products). If the supplier does not meet his obligations, we reserve the right to withdraw from the order in whole or in part and to assert further statutory claims.

9. Transition of benefit and risk

Unless otherwise agreed, the benefit and risk shall pass to MICROSHIELD upon acceptance of the delivery. If the shipping documents are missing for a delivery, the delivery shall be stored at MICROSHIELD for the account and risk of the supplier until their arrival.

10. Property and secrecy


Technical documentation (illustrations, drawings, calculations, specifications, etc.), samples, models, molds, tools and other items provided remain the property of MICROSHIELD and must be kept secret. They may not be made accessible to third parties without our express consent. They are to be used exclusively for the production and / or service on the basis of our order. After completion of the order or even if it does not come about, they are to be returned to us unsolicited and free of charge. The supplier is responsible for the appropriate storage and protection against damage and access by third parties. If the supplier has reservations about our technical documents, samples, models, molds, tools and / or other documents, he informs us immediately and before the order is executed. All products and services produced according to our documents or tools or protected under the statutory provisions of industrial property rights may only be supplied to us, never to third parties, or even shown or loaned or demonstrated.

11. Archiving

The Supplier undertakes to keep all development and / or production documents and records in electronic form and / or in paper form in a readable format for an unlimited period of time. If the working relationship between MICROSHIELD and the supplier is terminated, the supplier shall hand over all development and / or production documents and records that have arisen in the context of joint orders, MICROSHIELD

12. Notification of deviations (error messages)

The supplier is obligated to report any deviations (not conformities) to approved development data (approved design data) with a correction proposal to MICROSHIELD via the provided form MAR-PO-019, if necessary. The decision to use (us as is), to a possible repair (repair) or non-usability (scrap) is made by the development company of MICROSHIELD in due time. The costs for a possible repair, rework or renewed production of the ordered products shall be borne by the supplier.

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13. Changes to approved development data and / or products

The supplier is not authorized to make changes to approved design data and / or products without the approval of the development company of MICROSHIELD. Requests for changes can be requested via the provided form MAR-PO-019.

14. Rights of third parties

The supplier shall be liable for the fact that the use or resale of the ordered products / services does not infringe the intellectual property rights of third parties (patents, samples, models, etc.). Otherwise he fully indemnifies MICROSHIELD.

15. Advertising

If the supplier wishes to point out the business relationship with MICROSHIELD in his advertising, this requires our written consent.

16. Prices

Agreed prices are fixed prices. They are valid at the place of destination (free house) including packaging, public and private charges and including customs clearance for orders abroad.

17. Invoices and terms of payment

Invoices are to be sent in duplicate to our accounts payable immediately upon delivery of the product and / or the provision of the service. Invoice processing without the provision of the references mentioned in the order is not possible. The payment of the invoice takes place within 30 days after the delivery of the product and / or after the service provided has been accepted by MICROSHIELD (see 8. Acceptance of products and services)

The payment period begins with the date of receipt of the invoice. Should the delivery of the product and / or the provision of the service take place after the receipt of the invoice, the payment period starts with the product delivery or service fulfillment date. Other payment terms must be agreed in writing.

We are entitled to set-off and retention rights to the extent permitted by law. Without our prior written consent, the supplier is not entitled to assign his claims against us in whole or in part or in any other way dispose of them. Advance payments will only be made against reasonable security (eg bank guarantee). Other payment terms must be agreed in writing. We are entitled to set-off and retention rights to the extent permitted by law. Without our written consent, the supplier is not entitled to assign claims against MICROSHIELD in whole or in part or in any other way dispose of them.


Pre-payments will only be made against reasonable security (eg bank guarantee).

18. Packaging and accompanying documentation

The packaging must be designed so that the products are effectively protected against damage and corrosion during transport and subsequent storage. The supplier is liable for damages due to improper packaging. A return of the packaging materials is possible, invoiced packaging material will be credited in this case. Each delivery must be accompanied by the documentation specified in the order (detailed delivery note, certificates of release, declarations of conformity, our product number with drawing index as well as the Material identification, etc.).

19. Delivery dates and delays

The delivery date specified in the order is binding. Partial consignments and premature deliveries are only permitted by agreement. If the supplier can foresee that delivery in full or in part is not possible on time, he must inform us immediately in writing stating the reasons and the probable duration of the delay. If the delivery date is exceeded, we reserve the right to rescind the order in whole or in part and to assert further statutory claims.

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20. Spare parts

The supplier assures the supply of spare parts for 10 years and on competitive terms.

21. Force majeure

MICROSHIELD and / or the supplier shall promptly notify the occurrence of an event of force majeure (eg natural disasters, epidemics, armed conflicts, official measures, strikes) or an event which MICROSHIELD and / or the supplier could not foresee or avert. As long as the event lasts, each party is entitled to withdraw from the contract. In the case of a withdrawal from the contract by MICROSHIELD, the supplier is only entitled to compensation for the procurement or production costs already incurred by him. This also applies if such circumstances occur with subcontractors.

22. Language and interpretation

Contract language is German. For interpretation questions of these general conditions of purchase and delivery only the German text is authoritative. Translations into foreign languages are of informative matter only.

23. Severability clause

Should one or more provisions of these general terms and conditions of purchase and delivery be invalid or void, the validity of the remaining provisions shall not be affected thereby. The void or ineffective provisions of these general terms and conditions of purchase and delivery shall be replaced by a valid provision in line with the meaning and purpose of these general terms of purchase and delivery.

24. Fulfillment and jurisdiction

Place of performance and jurisdiction for both parties is Canton St.Gallen in Switzerland. The legal relationship is subject to Swiss law.