

General Terms and Conditions

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SensoTech GmbH · Steinfeldstr. 1 · D-39179 Magdeburg-Barleben · Germany

T +49 39203 514 100 · F +49 39203 514 109

info@sensotech.com · www.sensotech.com



I. General Terms and Conditions

I.1. General

These General Terms and Conditions of Delivery and Payment shall apply in dealings with companies, legal entities under public law and special funds under public law (hereinafter referred to as "Buyer").

(1)

The General Terms and Conditions of Delivery and Payment as well as any other separately agreed contractual agreements shall govern all supplies and services provided by SensoTech GmbH (hereinafter referred to as "Contractor"). Any terms and conditions which deviate from, or are in conflict with, these General Terms and Conditions shall not apply unless the Contractor has expressly agreed to them. The following General Terms and Conditions shall also apply in cases where the Contractor or his representative is performing the service without reservations although being aware that the terms and conditions of the Buyer are conflicting with or deviating from these General Terms and Conditions.

(2)

Contracts or any other binding agreements shall be deemed to have been formed only if the Contractor has confirmed the order in writing or is carrying out the order. The Contractor reserves the right to insignificantly deviate for technical reasons from the offer even after the offer has already been accepted.

(3)

The Contractor reserves his unrestricted property rights and copyrights in respect of the exploitation of cost estimates, drawings as well as any other documents and similar information of a physical and intangible type (hereinafter referred to as the "Documents"), including Documents in electronic form. The Documents may be made available to third parties only with the Contractor's prior permission and, if the order is not placed with the Contractor, shall be promptly returned to the Contractor on request. Sentences 1 and 2 of this sub-clause shall apply mutatis mutandis to the Buyer's documents; these documents may, however, be made available to third parties, to which the Contractor has legitimately subcontracted supplies.

(4)

The Contractor, in addition, reserves his unrestricted property rights and copyrights in respect of the exploitation of all specifications, algorithms, source codes, documents, working principles and methods as well as any upgrades, including those existing in electronic form.

(5)

These General Terms and Conditions shall also apply to all future services up to the time when new terms and conditions enter into force.

I. 2. Prices, terms of payment

(1)

Unless agreed upon otherwise in writing, the prices shall be FCA (INCOTERMS 2010) including handing over of the goods to the first carrier, inclusive of packing and plus any applicable statutory value-added tax.



(2)

Unless agreed upon otherwise in writing, payment shall be effected without any deductions within 14 calendar days of the invoice date. In case of a delay in payment, the Contractor shall be entitled to demand interest on arrears at the legally applicable rate. This shall be without prejudice to any other claims for damages to which the Contractor may be entitled.

(3)

If the Contractor becomes aware of a significant deterioration in the financial situation of the Buyer only after conclusion of the contract and the deterioration puts the Contractor's entitlement to compensation at risk, the Contractor shall be entitled to demand payment for any orders still to be completed on a step by step basis, if no security has been furnished for the consideration payable to the Contractor.

(4)

The Buyer shall be entitled so set off with the Contractor's claims only if Buyer's counterclaim is undisputed or Buyer has a final and binding legal title.

I. 3. Delivery, delay in delivery

(1)

The delivery time will be as agreed between the contracting parties. Meeting the delivery times shall be subject to clarification of all commercial and technical questions between the Contractor and the Buyer. In addition to this, the Buyer must have fulfilled all his obligations, in particular in respect of compliance with the agreed terms of payment. If these preconditions are not satisfied on time, the delivery times shall be reasonably extended; this shall not apply if the delay is due to causes attributable to the Contractor.

(2)

The delivery time shall be deemed as having been met if the delivery item has left the Contractor's plant prior to its expiration, or when readiness for shipment has been advised.

(3)

Unless agreed otherwise in the contract, the goods will be delivered FCA (Free Carrier) in accordance with INCOTERMS 2010.

(4)

Part deliveries will be permissible, provided that the Buyer can be reasonably expected to accept such deliveries.

(5)

If the Contractor's failure to meet delivery times is attributable to Force Majeure, e.g. mobilisation, war, riot or similar events such as strike or lock-out, the delivery times shall be extended by a reasonable period. The same shall apply for the case that the Contractor himself is not supplied on time or not properly.

(6)

If the Contractor becomes definitely unable to perform the entire service prior to the passage of risk, the Buyer will be entitled to terminate the contract without notice. The Buyer shall also be entitled to withdraw from the contract if it becomes impossible to perform part of an order and the Buyer is justifiably interested in rejecting a part delivery. If this is not the case, the Buyer shall pay the contract price due for the part delivery. The same



shall apply in case of the Contractor's incapability. As for the rest, clause I. 9.2 shall apply. If the impossibility or incapability occurs while the Buyer is in delay of acceptance, or if these circumstances are solely or for the most part attributable to the Buyer, the Buyer shall remain obligated to pay the consideration due. Any other claims arising from a delay in delivery shall be exclusively subject to clause I. 9.2 of these General Terms and Conditions.

(7)

If shipment or acceptance of the delivery item is delayed for reasons attributable to the Buyer, the costs incurred as a result of the delay will be charged to the Buyer's account starting one month after notification of readiness for shipment or acceptance.

(8)

If the terms of payment provide for opening of a Letter of Credit (hereinafter called "L/C"), the agreed delivery time will commence at the date of opening of the L/C by the Buyer. Any delay in the opening of the L/C will result in a corresponding delay in the date of delivery.

(9)

If the dispatch or delivery is delayed at the Buyer's request by more than one month after notification of readiness for shipment, storage charges of 0.5 % of the price of the items to be delivered, not more than an aggregate amount of 5 % maximum, however, can be charged to the Buyer's account. This shall be without prejudice to the right of the contracting parties to furnish proof of higher or lower storage costs.

(10)

When receiving the shipment, the Buyer shall, in addition, observe any notes and dispositions separately made by the Contractor in respect of the receipt of the goods.

I. 4. Passage of risk

(1)

The risk shall pass to the Buyer in accordance with the contractually agreed delivery terms, i.e. INCOTERMS 2010. Any subsequent agreements deviating from the contractually stipulated terms of delivery shall require the written form and confirmation by the Contractor.

(2)

If there is a delay in the shipment or acceptance, or if the shipment or acceptance is completely cancelled due to reasons not attributable to the Contractor, the risk shall pass to the Buyer from the date of notification of readiness for shipment or acceptance.

(3)

The Contractor will insure the supplies against the usual transport risks at the Buyer's request and expense.

I. 5. Reservation of title

(1)

The goods to be delivered (reserved goods) remain the Contractor's property up to the time of fulfilment of all claims against the Buyer to which the Contractor is entitled under the business relationship. If the value of all



security rights to which the Contractor is entitled exceeds the value of all secured claims by more than 10 %, the Contractor will release a corresponding part of the security rights at the Buyer's request; the Contractor may choose at his own discretion which of the various security rights existing are released by him.

(2)

As long as the reservation of title exists, the Buyer may not sell, pledge or assign the goods as security. The Buyer shall notify the Contractor immediately of any attachments, seizures or any other dispositions or interventions by third parties.

(3)

If the Buyer is in breach of his obligations, in particular if he is in default of payment, the Contractor shall be entitled, in addition to taking back the goods, to withdraw from the contract, if the Buyer has failed to cure the breach within the reasonable time period specified by the Contractor; this shall be without prejudice to the legal provisions stipulating that no deadline needs to be fixed. The Buyer shall be obligated to surrender the goods. Taking back, asserting the reservation of title or pledging of the reserved goods by the Contractor shall not be deemed as constituting a withdrawal from the contract unless the Contractor has expressly stated that it is to be understood as a withdrawal.

(4)

If a petition in bankruptcy is filed, the Contractor will be entitled to withdraw from the contract and to demand that the goods delivered be returned immediately.

I. 6. Utilisation of software

(1)

If the scope of supply includes software, a non-exclusive right to use the supplied software including its documentation will be granted to the Buyer. It will be provided for use with the delivery item designed for this purpose. It will not be permissible to use the software on more than one system.

(2)

The Buyer may copy, revise or compile the software only to the extent permitted under the law (§§ 69 a ff. German Copyright Act). The Buyer undertakes not to remove identifications of the manufacturer – in particular copyright notices – or to change them without the prior written permission of the Contractor.

(3)

The Contractor or the software supplier retains all other rights in the software and documentation including copies thereof. Granting of sub-licenses will be permissible.

I. 7. Defects of quality

The Contractor will be liable for defects of quality as follows:

(1)

All parts or services exhibiting a defect of quality shall at the Contractor's own discretion be rectified, replaced or newly provided free of charge, provided that the cause of the defect had already existed at the time of passage or risk. The Contractor shall be promptly notified in writing of such defects. Replaced parts become the Contractor's property.



(2)

Following a corresponding agreement with the Contractor, the Buyer shall grant the time and opportunity required for performing any rectification and replacement supplies the Contractor deems necessary; if the Buyer fails to grant the time and opportunity, the Contractor will not be liable for any consequences resulting from such failure. The Buyer shall be entitled to rectify the defect himself or have it rectified by a third party and claim reimbursement of the associated expenditure only in urgent cases where operational safety is at risk or disproportionately large damages have to be avoided.

(3)

The Contractor shall be allowed the opportunity to rectify defects or make replacement supplies within a reasonable period of time.

(4)

If the Contractor – without being able to plead exceptional cases under the law – fails to rectify or replace within the time limit fixed by Buyer, the Buyer shall be entitled in conformity with the legal regulations to withdraw from the contract.

(5)

As concerns the costs resulting from rectification or replacement, the Contractor shall bear the costs of the repair or replacement part, provided that the complaint turns out to be justified. If, for rectifying or replacing the defective item, the item has to be returned to the Contractor, the Buyer will be responsible for obtaining any import and export declarations which may be required and shall bear all costs associated with the return; the Buyer shall, in addition, observe the notes and dispositions the Contractor has separately made in respect of the return of the defective item.

(6)

Buyer shall not be entitled to warranty claims arising from a defect if the item in question deviates only insignificantly from the agreed quality, if the fitness for use is affected only insignificantly, in the case of natural wear and tear or in case of damages which have arisen after the passage of risk due to unsuitable or improper use, improper installation or commissioning by the Buyer or a third party, faulty or negligent treatment, excessive loading, improper maintenance, unsuited operating supplies, defective construction works, unsuitable subsoil or special external influences not envisaged under the contract as well as in the case of non-reproducible software faults.

(7)

The Contractor will not be liable for improper rectification by the Buyer or a third party and any consequences arising from it. The same shall apply to any changes made to delivery items without the Contractor's prior permission.

I. 8. Industrial property rights and copyright, deficiencies in title

(1)

Unless agreed otherwise, the Contractor will be obligated to make delivery free from industrial property rights and copyrights of third parties (hereinafter referred to as "Property Rights" only in the country of the place of delivery. If a third party raises justified claims against the Buyer by reason of an infringement of Property Rights by the supplies made by the Contractor and used in conformity with the contract, the Contractor will be liable to the Buyer within the period of time set forth in clause I. 9.3 as follows:

a.



The Contractor will at its sole discretion and at its own expense either obtain a right to use the supplies in question, change them in such a way that the Property Right will no longer be infringed, or replace them. If this is not possible for the Contractor on reasonable conditions, the Buyer shall be entitled to the remedy of withdrawal or reduction of the purchase price.

b.

The obligations of the Contractor set out above shall apply only if the Buyer promptly notifies the Contractor in writing of the claims raised by the third party, if he does not recognise the infringement and if the Contractor retains the right to take all defence measures and enter into composition agreements. If the Buyer discontinues the use of the supply to minimise losses or for any other important reasons, he shall be obligated to point out to the third party that the discontinuation of use does not mean that he recognises that an infringement of a Property Right has taken place.

(2)

Any claims by the Buyer shall be excluded, if the infringement of the Property Right is attributable to him.

(3)

Any claims by the Buyer shall also be excluded, if the infringement of the Property Right has been caused by the Buyer's specifications, by an application which could not be foreseen by the Contractor or by the fact that the supply has been changed by the Buyer or has been used together with products which have not been supplied by the Contractor.

(4)

In case of infringement of Property Rights, the provisions set forth in I. 8.1 a) shall apply to any claims of the Buyer. As for the rest, the provisions of clause I. 7.3, shall apply accordingly.

(5)

If there are any other deficiencies in title, the provisions of clause I. 7 shall apply accordingly.

(6)

Any further claims, or any claims other than those set out in clause I. 8., raised by the Buyer against the supplier and his vicarious agent by reason of a deficiency in title shall be excluded.

I. 9. Liability, statutory limitation

(1)

If the delivery item cannot be used in conformity with the contract by the Buyer through the Contractor's fault because of neglected or faulty execution of proposals made and advice given prior to or after execution of the contract, or because of the violation of any other contractual accessory obligations – in particular in respect of the operating and maintenance instructions for the delivery item – the provisions of clauses I. 7., I. 8. and I. 9. 2 shall apply accordingly to the exclusion of any other claims the Buyer may have.

(2)

The Contractor will be liable – for any legal reason whatsoever – for damages which have not been arisen on the delivery item itself only

a.

if he has acted with intent,

b.

in case of gross negligence of the owner / bodies or managerial employees,



- c. in case of culpable injury to life, body, health,
- d. in case of defects which he has fraudulently concealed or whose absence he has guaranteed,
- e. in case of defects of the delivery item to the extent that he is liable under the Product Liability Act for personal injury or injury to privately used items.

In case of culpable violation of essential contractual obligations, the Contractor shall also be liable in case of gross negligence of non-managerial employees and of minor negligence. In the latter case liability shall be limited to reasonably foreseeable damage that is typical of the contract. Any further claims shall be excluded.

(3)

Any claims by the Buyer – for any legal reasons whatsoever – shall expire by limitation after 12 months. In respect of claims for damages pursuant to clause I. 9. 2 a – e, the legal time limits shall apply.

I. 10. Governing law, jurisdiction

(1)

The principal place of business of the Contractor shall be the sole place of jurisdiction for any disputes arising directly or indirectly from the contractual relationship. The Contractor will also be entitled, however, to bring an action at the Buyer's principal place of business.

(2)

The legal relations of the parties under this contract shall be governed by the German substantive law to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

I. 11. Severability

Should any provision of these General Terms and Conditions of Delivery and Payment be or become invalid, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by a provision which comes closest to the original intention of the contracting parties.



II. Purchasing and the commissioning of services

II. 1. General

In the event of the purchase or commissioning of services with third parties, the legal relations between the contractor (hereinafter: Supplier) and Sensotech GmbH (hereinafter: Customer) shall be governed exclusively by the General Terms and Conditions of Business for the Purchase and Commissioning of Services.

(1)

We do not recognize any terms and conditions of the supplier that are contrary to or deviate from our General Terms and Conditions; we expressly object to them. Unconditional acceptance of order confirmations or deliveries shall not constitute recognition of such terms and conditions.

(2)

With the first delivery under these General Terms and Conditions for Purchasing and Commissioning of Services, the Supplier acknowledges their exclusive application also for all further orders.

II. 2. Offer, order

(1)

Offers of the supplier shall be written in German language and with net prices in Euro.

(2)

Costs for packaging, loading, freight, postage, insurance/transport insurance, shipping costs are to be shown separately if the customer has to bear them according to agreement.

(3)

Unless otherwise agreed in writing, the prices stated in the Supplier's offer shall be deemed binding for three months from the date of the offer.

(4)

Orders of the Customer shall be placed exclusively by means of the Customer's order form and in writing. In urgent cases, the order may be placed by telephone, but it shall be considered as finally placed only subject to a subsequent written order.

(5)

The order shall be deemed to be in order if it refers to the supplier's offer or if a copy of the offer is attached to the order.

(6)

All orders are placed expressly to the exclusion of any set-off by other companies.



(7)

The supplier can only accept the order within a maximum period of two weeks. If the order is not confirmed in writing within the period of two weeks from the date of the order, the Customer shall no longer be bound by the order.

(8)

The Supplier shall send a single copy of the order confirmation to the Customer by separate mail; it may not be enclosed with the goods.

(9)

The Customer reserves its ownership rights to illustrations, calculations, drawings, computations and other documents (hereinafter referred to as "Documents"): documents, the customer reserves his property rights and copyrights; they may not be made available to third parties without the express written consent of the Customer. The Documents shall be used exclusively for production on the basis of the order; after completion of the order, the Documents shall be returned to the customer without being requested to do so. They are to be kept secret from third parties; in this respect, the provisions of Section II.10, Paragraph 1 shall also apply.

II. 3. Prices, scope of services, terms of payment

(1)

The price stated in the order is binding. Unless otherwise agreed in writing, the price includes free delivery, including packaging, loading, freight, postage, insurance/transport insurance, shipping costs and all necessary taxes. The return of packaging requires special agreement.

(2)

Invoices shall only be processed by the Customer if, in addition to the company name and order number in accordance with the order, the exact designation of the scope of delivery, in particular the article, type and quantity, are also indicated on the invoice. The Supplier shall send the invoice separately by mail; it must not be enclosed with the goods.

(3)

The occurrence of the due date of a payment claim requires a verifiable invoice.

(4)

The supplier is obliged to transfer ownership of the delivered parts of the work, the materials, the components or the purchased goods to the customer or to provide security for them. The claim for payment shall only become due after these obligations have been fulfilled.

(5)

The Supplier shall provide its delivery or service in accordance with the latest rules of technology, valid safety regulations and the agreed technical data and parameters.

(6)

The supplier assures that all delivery items and service contents are his property and are unencumbered and free of all rights of third parties. Ownership shall pass upon handover or installation. With the acceptance of the order, the Supplier assumes the obligation to indemnify the Customer with regard to the goods to be delivered



or services to be rendered from legal claims of domestic or foreign third parties, which may also arise from patents, designs, copyrights or other rights, copyrights or other rights. This shall also include any resulting litigation costs, compensation for damages as well as any costs incurred due to modification and reconstruction work. In addition, the provisions of Sections II.7 and II.8 shall apply.

(7)

Unless otherwise agreed in writing, Customer shall pay after delivery or performance by Supplier as follows:

a.

Three days after receipt of invoice with 5% discount or

b.

14 days after receipt of invoice with 3% discount or

c.

30 days after receipt of invoice with 2% discount or

d.

60 days net after receipt of invoice.

Payment shall be made exclusively by bank transfer or with - for the supplier free of charge – acceptance.

(8)

The Customer reserves the right to set off due claims against the Supplier.

II. 4. Packing, shipping, documents, quality

(1)

The ordered services shall be packed and transported in such a way that damage is excluded. The customer reserves the right to make regulations about the packaging, the choice of the means of transport, the transport route and the transport insurance.

(2)

The Supplier shall be obliged to procure all necessary accompanying documents, consignment notes, supplier's declarations, inspection records and other documents at its own expense and to submit them to the Customer in due time. The Supplier shall indicate at least the company name and order number on all required documents in accordance with the order; if the Supplier fails to do so, the Customer shall not be responsible for any delays in processing

(3)

The costs and damages arising from non-compliance with legally prescribed or agreed shipping, packaging or marking regulations shall be borne by the supplier, unless he proves that he is not at fault..

(4)

Only the qualities and characteristics of the delivered goods or services specified by the Customer shall be accepted. Decisive for the assessment of the quality of a delivery is its condition upon arrival at the incoming goods inspection of the customer; for services rendered, the acceptance protocol shall apply. A delivery or service of a quality other than that agreed upon shall entitle the Customer to a reduction of the purchase price within the scope of the statutory provisions. In addition, Clause II. 7 shall apply.



II. 5. Delivery, transfer of risk

(1)

The delivery time specified in the order or the specified time of handover/service completion or a delivery or handover deadline agreed outside the order shall be binding. Only the date of arrival of the delivery or service at the delivery address specified by the Customer shall be accepted as the delivery date. In the event of non-compliance with the deadlines, a delay in delivery or performance shall occur without a reminder.

(2)

Unless otherwise agreed in writing, a delivery shall be made DAP to the delivery address stated in the order, on weekdays from 7.30 a.m. to 4 p.m.. If acceptance should be necessary, the acceptance of the ordered service shall take place on site at the delivery address stated in the order.

(3)

For deliveries or services rendered before the delivery date defined by the Customer, the goods shall be temporarily stored with reservation and without any obligation for the Customer until the delivery date defined in the order occurs.

(4)

If a call-off order has been concluded with the supplier, the supplier undertakes to provide the call-off quantities in accordance with the specified delivery dates.

(5)

The delivery bill shall be enclosed with the goods; in addition to the company name and order number in accordance with the order, it shall also contain the exact description of the scope of delivery, in particular the article, type and quantity.

(6)

The Supplier is obliged to inform the Customer in writing without delay if circumstances arise or become apparent to the Supplier from which a delay in the agreed delivery time or the agreed time of handover results.

(7)

In the event of default, the Customer shall be entitled to claim liquidated damages for default in the amount of 0.5% of the order value per week or part thereof, but not more than 5% of the order value. In addition, the customer reserves the right to extend the payment period by 5 days for each day of delay in delivery if promised deadlines are not met. Further claims remain reserved.

(8)

Acceptance of delayed deliveries or services shall not constitute a waiver of claims for compensation.

(9)

Delivery quantities deviating from the order will only be accepted after express written agreement.



(10)

Deliveries already packed for export shall only be inspected by the Customer for external damage. The supplier is responsible for the correct content, quantity, quality, packaging, etc.. In all other respects, Clause II.7 shall apply.

(11)

If the Supplier makes one or more partial delivery(s) in response to a contractually agreed service, the service shall be deemed to have been rendered only after complete delivery/service provision. The additional costs incurred by partial deliveries, e.g. transport, packaging and insurance, shall be borne by the Supplier. The Customer's claims arising from the contractually agreed delivery or service, in particular the warranty claim, shall remain unaffected by partial deliveries.

(12)

The risk shall pass to the Customer upon delivery of the commissioned service to the delivery address designated by the Customer. A delivery shall only be deemed to have been made when the delivery has been accepted by the personnel of the customer has accepted the delivery. In the case of a contract for work and services (delivery and assembly), any risk for the entire scope of the order shall remain with the supplier until acceptance of the complete system by the end customer / customer. The risk is then transferred directly from the supplier to the end customer.

II. 6. Retention of title, tools, software

(1)

The Customer does not accept any retention of title of the Supplier whatsoever.

(2)

If the Supplier receives tools, test equipment or similar from the Customer for the purpose of executing the order, it shall be obliged to use them with the necessary confidentiality and care. (hereinafter referred to as "Tools"), he shall be obliged to treat them with the necessary confidentiality and care in accordance with the Customer's instructions and to return them to the Customer at the latest after completion of the order. The Supplier shall have no right of retention whatsoever in the Tools. The Supplier may only make the tools available to third parties for use in accordance with the contract. The Supplier shall insure the tools provided by the Customer for the purpose of fulfilling the order at their replacement value against fire, water and theft at its own expense. At the same time, the Supplier hereby assigns to the Customer all claims for compensation arising from this insurance; the Customer hereby accepts the assignment. In the event of infringement by the Supplier, the Customer reserves the right to claim damages.

(3)

If the delivery contains software, the Supplier shall grant the Customer a non-exclusive right of use, unlimited in terms of content, space and time, to reproduce, disseminate, publicly reproduce or make available the software, including the documentation supplied, for use in the control of machines and machine parts, tools, the monitoring of processes and parameters (also by third parties), in accordance with Sections 15 et seq. and 69 c of the German Copyright Act (UrhG). The granting of the right of use serves in particular for the use of the software in machines and machine parts manufactured by the Customer and supplied by the Customer to third parties. Pursuant to §§ 69 c No. 2, 69 d Para. 1 UrhG (German Copyright Act), the Customer or its contractual partners shall be entitled to process the respective software or have it processed for the purposes stated in sentence 1 and to reproduce, distribute, publicly reproduce or make accessible this processing (also for use by third parties). All other rights to the software and the documentation shall remain with the supplier or the software manufacturer.



II. 7. Liability for defects, product liability, indemnification, liability insurance coverage

(1)

The supplier guarantees the careful and proper fulfillment of the order. The acceptance of the delivery by the Customer shall be subject to a quantity, quality and conformity check as well as a check of the warranted characteristics.

Defects discovered shall be notified by the Customer immediately upon discovery; to this extent, the Supplier waives the objection of delayed notification of defects.

(2)

The customer shall be entitled to the statutory claims for defects in full. The choice of the type of subsequent performance shall be exclusively incumbent on the Customer. The right to claim damages, in particular the right to claim damages in lieu of performance, is expressly reserved.

(3)

The supplier shall remedy the defect without delay. If he does not comply with this obligation even after a reminder and setting of a reasonable grace period, the Customer shall be entitled to remedy the defect himself or have it remedied by a third party at the Supplier's expense.

(4)

The limitation period for material defects shall be 24 months calculated from the transfer of risk; with regard to defects of title, a limitation period of 10 years shall apply. The statute of limitations for claims due to a specific defect shall be suspended by a written notice of defect by the Customer until the defect has been remedied. The suspension of the limitation period shall end in accordance with the statutory provision in § 203 BGB. Subsequent performance shall cause the limitation period to recommence. In the case of defects of title, the Supplier shall also indemnify the Contractor against any existing claims of third parties.

(5)

If the goods are commissioned by the Customer for the purpose of resale or for the manufacture of its own goods, the warranty period shall commence at the time of the commencement of the warranty period of the manufactured end product, but no later than 12 months after delivery of the goods to the Customer.

(6)

If the Customer incurs costs as a result of the defective delivery, in particular transport, travel, labor and material costs or costs for an incoming goods inspection exceeding the usual scope, the Supplier shall bear these costs. Furthermore, the Customer shall be entitled to demand reimbursement for expenses which the Customer has to bear in relation to its customers because the latter have a claim against the Customer for reimbursement of the expenses necessary for the purpose of subsequent performance, in particular transport, travel, labor and material costs.

(7)

Insofar as the Supplier is responsible for product damage at the Customer's customer, it shall be obliged to indemnify the Customer against claims for damages by third parties upon first request insofar as the cause lies within its sphere of control and organization. If the cause of the damage lies within the Supplier's area of responsibility, the Supplier shall bear the burden of proof in this respect. Furthermore, in such cases the supplier shall bear all costs and expenses, including the costs of any legal action or recall action.



(8)

The Supplier undertakes to maintain a product liability insurance with an insured sum of at least € 2.5 million per personal injury/property damage, lump sum; if the Customer is entitled to further claims for damages, these shall remain unaffected.

II. 8. Property rights

(1)

The Supplier shall be liable for claims arising from the infringement of granted or registered industrial property rights in the event of contractual use of the supplies and services. He shall indemnify the Customer against all claims arising from the use of such rights. With the delivery of an object protected by copyright, the Customer shall receive from the Supplier a simple, unrestricted right of use in all types of use.

(2)

The Supplier's obligation to indemnify relates to all expenses necessarily incurred by the Customer as a result of or in connection with the claim by a third party.

(3)

The limitation period is ten years, calculated from the conclusion of the contract.

II. 9. Accident prevention regulations

(1)

The customer is subject to the accident prevention regulations of the professional association for precision mechanics and electrical engineering (name change as of Jan 08). The Supplier must inform the Customer of any additional accident prevention regulations to be observed. The Supplier shall be responsible for instructing its own personnel and any personnel provided by it with regard to compliance with all the aforementioned accident prevention regulations.

(2)

The Supplier and the Customer shall inform each other about the persons responsible for compliance with the safety regulations in the respective companies.

II. 10. Confidentiality, data protection, withdrawal from the contract, contractual penalty

(1)

The Supplier undertakes to keep all information arising from the supply relationship with the Customer, in particular technical data, documents, plans, samples, drawings, data carriers, reference quantities, prices, products and product developments, current and future research and development projects of the Customer's customers as well as company data (hereinafter: Information), strictly confidential unless they are generally known, have been lawfully acquired from third parties or have been independently compiled by third parties; all Information shall furthermore be used exclusively for the purposes of the Supply. If necessary, the Supplier shall oblige subcontractors accordingly.



(2)

The Customer shall store data of its suppliers in a data processing system within the scope of the statutory provisions of the Federal Data Protection Act, if this is necessary for business purposes.

(3)

Within the framework of the statutory provisions, we shall be entitled to withdraw from the contract in particular if

a.

the supplier is in default with the performance of his service or

b.

the creditworthiness of the supplier is objectively lacking. This shall be assumed in particular if an application for the opening of insolvency proceedings has been filed, such insolvency proceedings have been opened or have been rejected for lack of assets, or if the supplier has taken an oath of disclosure and our claim to performance is thereby jeopardized.

(4)

The Customer reserves the unrestricted right to agree on a contractual penalty with the Supplier for bringing about a performance or omitting an action.

II. 11. Applicable law, place of jurisdiction

(1)

The sole place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be the registered office of the Customer. However, the Customer shall also be entitled to bring an action at the Supplier's place of business.

(2)

The legal relations in connection with this contract shall be governed by German substantive law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

II. 12. Salvatorische Klausel

Should individual provisions of these General Terms and Conditions for the Purchase and Commissioning of Services be or become invalid, the remaining provisions shall remain valid. The invalid provision shall be replaced by a clause that most closely reflects the intentions of the contracting parties.