

## General terms of delivery and payment

German law applies to all transactions. Customer orders are only binding after written confirmation or delivery of the goods by us even if they have been placed in the shop. Events of force majeure, strike, lockout, shortage of raw materials, delay in delivery by subcontractors, accidents, transport, manufacturing and operational disruptions, regardless of whether in our own operations or those of a supplier, as well as circumstances for which we are not responsible, entitle us to withdraw from the contract or to delay performance. In cases such as these, claims for damages of any kind are excluded. Specified delivery periods are non-binding. Different purchasing conditions of individual customers shall only apply if they have been expressly confirmed by us. With the acceptance of our order confirmation or acceptance of the goods, these terms of delivery and payment shall apply as contractually agreed. For quality reasons, goods from deliveries carried out in accordance with the order cannot be taken back. When placing a blanket order, the buyer shall undertake to accept the total order quantity within 12 months of the order date. The respective minimum released quantity is 1/10 of the total order. If the goods have not yet been released after these 12 months, this date shall be deemed to be the binding delivery date for the remaining quantity of the blanket order. We reserve the right to slight exceedances or shortfalls of up to 5% in the number of items delivered. We also reserve the right to make technical changes to devices even in the case of serial deliveries, provided that these serve further development purposes. Only orders from commercial customers will be accepted.

### Prices

Our prices are industrial net prices ex works and are in euro plus statutory value added tax. Our prices valid on the order date shall apply for invoicing. Aside from shop orders, we have to apply a minimum order surcharge of €15 on orders under €100.

### Payment

Invoices shall be sent electronically as PDF documents by email unless the customer expressly insists on the dispatch of printed invoices by post. They must be paid immediately; at the latest within 10 days of the invoice date net without deduction. If the customer is in default, default interest shall be charged. Retention of payments or offsetting by the buyer because of any counterclaims is not permitted. Any bank charges for payments from abroad shall be borne by the buyer.

### Delivery

Goods are delivered ex works from Schwäbisch Hall, Germany. The recipient shall carry the costs and risks of dispatch by our contractual partner. We shall not assume any liability for transport damages, unless they can evidently be traced back to damaged packaging caused by us. The shop charges a flat fee of €6 for packaging and shipping in Germany; otherwise €12 per package. Should we obtain knowledge of facts that cast doubts on the orderer's ability to pay, we may either amend the payment terms or refuse delivery.

### Warranty

If defects are found, written notices of complaint must be submitted immediately upon receipt of goods. Failure to do so shall result in the goods being deemed to have been accepted at the latest five working

days from receipt of goods. In the event of a notice of complaint being justified, the defect shall be rectified once the reported goods have been returned. We shall furthermore rectify potential defects, including those only uncovered at a later date, within two years from delivery, regardless of operating hours. To do so, we may choose to repair the goods or deliver replacements. This warranty includes materials and contract work carried out on the goods but excludes transport costs. All further claims, particularly claims for damages, shall be excluded. We shall not assume any liability for damages caused by improper use. The buyer is responsible for using our products in a proper and professional manner. The warranty period stated in general agreements also starts upon delivery of the goods, but ends no later than three years from issuing the general order. We give six months guarantee on parts replaced during repairs or devices modified upon the customer's request. In the event of the goods being sold on, the buyer shall undertake not to enter into any agreements with its customers which exceed the warranty claims agreed in this document.

#### Retention of title

Ownership of the delivered goods shall not pass to the buyer until the goods have been paid for in full. The buyer shall not be entitled to resell, pledge or assign as security the goods owned by us. The buyer is under obligation to inform us immediately of any seizures of our property or other interventions by third parties.

#### Other agreements

Verbal agreements are not legally effective. The orderer's purchasing conditions that do not agree with these conditions are non-binding for us, even if they are the basis of the order and we have not expressly objected to their content.

#### Place of performance

Schwäbisch Hall is the place of performance for delivery and payment and it is the place of jurisdiction for both contractual parties.