

# General Terms and Conditions of ASTECH Angewandte Sensortechnik GmbH

## 1. General terms and conditions

- 1.1. Our deliveries and services are affected exclusively in accordance with the following terms and conditions. These terms and conditions shall be deemed accepted when an order is placed or upon acceptance of delivery.
- 1.2. Any deviating terms and conditions of the buyer, not explicitly acknowledged by us in writing, shall be without obligation for us even if we have not expressly objected to such terms and conditions.

## 2. Offers and orders

- 2.1. Except as otherwise agreed upon in writing, our offers are subject to change and without engagement.
- 2.2. Orders placed or any changes to orders or additions shall not become legally binding until they have been confirmed in writing.
- 2.3. Information contained in the documents pertaining to the order are without obligation insofar, as they are not explicitly marked as binding.
- 2.4. All documents pertaining to the offer are subject to our rights of ownership and copyright.

## 3. Prices and payment

- 3.1. The prices agreed upon shall apply on the basis of the stipulated delivery period. In case of longer delivery periods, prices generally charged by us on the day of the delivery shall be deemed agreed upon.
- 3.2. The prices are quoted in EUR, exclusive of applicable value-added tax.
- 3.3. Unless specifically indicated, the prices do not include assembly, adjustment, commissioning and instruction or initial training.
- 3.4. Payments are to be effected in accordance with the periods for payment shown on the invoice.
- 3.5. In the event of a delay in payment, we charge interest in the amount 5 % above the basic rate.
- 3.6. The invoice amount may not be withheld due to outstanding accounts elsewhere.
- 3.7. All fees or other banking charges linked to the payment are to be paid by the customer.

## 4. Delivery

- 4.1. Delivery dates shall only be deemed approximately agreed upon. The delivery period shall commence on the day when the acknowledgement of order is sent out. We are only obliged to act if the customer has fulfilled his contractual obligations.
- 4.2. Part shipments are admissible.
- 4.3. Delay in delivery requires a written reminder by Buyer.
- 4.4. Rights of buyer other than rescission from the contract after setting a reasonable deadline, in particular, compensation claims for damage resulting from the delay, are ruled out.
- 4.5. Delays in delivery periods agreed upon caused by force majeure as well as disruptions of operations – of whatever nature – release us from the duty to deliver and entitle us to withdraw partly or in full from the contract.

## 5. Dispatch and passing of risk

- 5.1. The dispatch of goods is at the risk and expense of the buyer. The mode and route of dispatch shall be at our discretion.
- 5.2. Buyer is responsible for taking out transport insurance. We are entitled to insure transportation of the goods for Buyer's account.
- 5.3. We do not accept responsibility for proper packing and loading. Packaging is billed for separately and will not be reimbursed upon return.

## 6. Reservation of ownership

- 6.1. We reserve ownership of the delivery item until receipt of all payments from the delivery contract.
- 6.2. Buyer is only entitled to resell the reserved goods in the due and proper course of business. The purchase money claims arising as a result of this shall be assigned to Seller as soon as such claims arise.
- 6.3. Should third parties seize the reserved goods, Buyer shall draw their attention to our ownership and inform us immediately. Costs and damages shall be borne by Buyer.

## 7. Notification of defects, warranty, liability

- 7.1. Owing to the fact that our products are subject to continual further developments, we reserve the right to make changes in engineering and design with regard to the information contained in our literature and publications.
- 7.2. Buyer shall be exclusively responsible for ensuring the suitability of the consignments and services for the purpose in each case even if we advise him in this respect.
- 7.3. Information concerning dimensions, weights and services is only approximately valid.
- 7.4. We only take responsibility for defects of our products with regard to manufacturing and/or material faults; we only accept responsibility for defects in services rendered in respect of the part warranted by contract. Additional claims of Buyer, in particular, compensation claims for consequential damages are thus excluded.
- 7.5. The warranty period for lighting is 75 % of their nominal life time. Except as agreed upon separately, the warranty period for all other products is 12 months from the date of the delivery note. For additional warranty periods granted for various products, please refer to the product documents.
- 7.6. Our company regulations shall be strictly complied with. Our liability does not cover damage as a result of natural wear and tear, improper treatment, operating errors, chemical, electrochemical, physical and mechanical influences, vibrations and tampering.
- 7.7. Goods are to be inspected immediately upon receipt. In the case of damaged packaging, a report is to be drawn up without delay and receipted by the forwarding company. Complaints concerning obvious defects are to be made in writing immediately upon detection. Goods, which have been objected, may only be returned with our written consent. Buyer is responsible for the costs and risks involved in the return of goods.
- 7.8. Insofar as we have not acted with intent or gross negligence, compensation claims of Buyer – on whatever legal grounds – are excluded.

## 8. Other provisions

- 8.1. Collateral agreements and amendments of the agreement shall be required in writing for their validity.
- 8.2. Insofar as individual parts of these terms and conditions are ineffective or void, the other provisions shall remain valid. The ineffective or void provisions shall be replaced by relative provisions corresponding to or coming as close as possible to the economic purpose of the ineffective or void provisions.
- 8.3. The place of performance for delivery and payment and the place of jurisdiction is Rostock.
- 8.4. All transactions are subject to the laws of the Federal Republic of Germany.