

## I. General information

1. The following General Terms and Conditions apply exclusively, unless differing conditions have been agreed in writing on a case by case basis. These specified conditions take precedence over the following General Terms and Conditions.
2. The General Terms and Conditions of the client are not recognised and are therefore not part of any agreement. A contractual client's confirmation in regard to his business conditions or conditions of purchase is hereby expressly contradicted.
3. The delivery terms of the Zentralverband der deutschen elektrotechnischen Industrie [Umbrella organisation of the German electrical industry] apply to electrical accessories and mounting parts. The conditions of the Verband Deutscher Elektrotechniker (VDE) [Association of German Electrotechnical Engineers] are decisive for the design of these parts.
4. The following General Terms and Conditions are acknowledged by the client, as soon as the client receives our quotation documents.

## II. Quotation and Conclusion

1. All quotations are non-binding with regard to price, delivery time and delivery possibilities.
2. Oral agreements and agreements by telephone are only valid, if they were acknowledged in writing.

## III. Prices and terms of payment

1. The prices are in EURO, ex factory and excluding applicable VAT, packaging, shipping, transportation and handling costs and customs duties.
  - New devices: excluding 3 ‰ transport insurance.
  - Repairs are generally not insured.
2. The contractor is entitled to correction of price errors and calculation mistakes, even if they are not obvious.
3. Our invoices are payable within 30 days after the invoice date net cash.
4. Default interest amounting to the common interest rate for open credit facilities is charged, if the payment terms are not adhered to.

## IV. Scope of delivery

1. The written order confirmation of the contractor is decisive for the scope of delivery. Subsidiary agreements and modifications require the written confirmation of the contractor; partial deliveries can be made at any time.
2. If it becomes impossible to deliver the object of the agreement before the passing of the risk, the agreement is unwound to the exclusion of possible damage claims and expense damage claims.

## V. Delivery term

1. The delivery term is specified in the order confirmation.
2. The delivery possibility always remains reserved.
3. The delivery terms are prolonged respectively if failures occur due to no fault of the contractor as a result of force majeure.
4. Damage claims cannot be asserted in any form by the client.

## VI. Passing of the risk

1. The contractor bears the risk for loss or damage only until the loading of the objects of the agreement onto the vehicle that carries out the transport ex factory. From this moment on, the client bears the price variation risk.
2. This regulation is also applicable in case the client authorises a freight forwarder or the delivery is made by train or by air plane.

## VII. Acceptance delay

1. If the client declines the acceptance or has declared explicitly prior to delivery that he does not want to accept the goods, the contractor has the right to withdraw from the agreement and claim damages amounting to 25% of the order price without reduction due to non-fulfilment of the contract.
2. We have the right to demand immediate acceptance or withdraw from the agreement in case of call orders that are not claimed within 12 months. Both cases require a reminder.

## VIII. Cancellation

1. The contractor may only cancel the agreement, if the client made false statements concerning personal information or his creditworthiness or stops his payments or bankruptcy or reorganisation proceedings were filed concerning his assets.
2. The client may only cancel the agreement after the contractor did not remedy a defect caused by him during a notified adequate extension of time. The adequate extension of time only starts after the defect or the admission of guilt of the contractor have been acknowledged or proven.

## IX. Withdrawal of the object of the agreement

1. If the object of the agreement is withdrawn, effected advance payments are refunded.
2. The actually accrued expenses of the contractor that were generated due to the agreement must be borne by the client.
3. The contractor has the right to demand a depreciation compensation amounting to 35% of the order price within the first six months due to the utilisation of the object of the agreement by the client and may set off such a compensation against possible claims of the client.

## X. Warranties, Notice of defects, Storage requirements

1. The warranty for our devices is 24 months and exclusively includes proven production defects of the manufacturer.
2. Notices of defects can only be allowed for if such notification has been made in writing within eight days after the receipt of the goods. It is left to our discretion to replace the device or give a discount, if the claim is justified.
3. Generated services do not prolong the warranty for the repaired device nor for the spare parts.
4. Further claims cannot be made, in particular concerning claims for reduction, conversion or damage claims and consequential damages of any kind.
5. The contractor may refuse to remedy defects, as long as the client does not fulfil his obligations.
6. The storage requirements of the quality relevant test reports are directed to the VDA QM volume 1.

## XI. EG declaration of conformity

Bareiss hardness tester are manufactured according to the EG machine/-device guidelines and are supplied with declaration of conformity and CE marking.  
If Bareiss testers are to be altered or integrated into an automatic process line, the EG machine/-device guidelines still need to be followed.

## XII. Retention of title

1. The contractor reserves the right to retain the ownership of the delivered devices until the complete payment of the purchase price; the prolonged retention of title applies to this regulation.
2. The client has the right to sell the conditionally delivered goods in proper business dealings.  
The goods may not be mortgaged or assigned as securities.  
As a precautionary measure, receivables caused by the

further sale or any other legal ground with regard to the conditionally delivered goods are already transferred from the contractor to the client.

The contractor authorises the client to collect the transferred receivables in his own name and for his own account. The authorisation can be revoked at any time.

### **XIII. Place of delivery and court of jurisdiction**

1. Place of delivery for all mutual claims will be Oberdischingen.

2. The laws of the Federal Republic of Germany are

exclusively applicable.

The court of jurisdiction for both parties is the competent court for Oberdischingen.

3. Should the contractor act as plaintiff, he has the right to file his claims with the court at the business location of the client.

### **XIV. Final clause**

1. The invalidity of individual clauses does not affect the validity of the remaining clauses.

2. The invalid clauses are replaced by the legal provision.