

## **GENERAL TERMS and CONDITIONS OF BUSINESS**

### **1. Scope**

- 1.1 These General Terms and Conditions of Business apply to all our offers, and to the acceptance and execution of all orders. They shall apply to all future business relations without having to be expressly agreed. By accepting the goods, at the latest, the customer acknowledges them as binding.
- 1.2 We hereby declare that, except as expressly acknowledged by us, we do not accept any general terms and conditions of business of the customer; they are not binding on us.

### **2. Offer and Scope of Delivery**

- 2.1 The documents pertaining to offers, such as pictures, drawings, and details about weights and measures, are only descriptive and are not binding, unless expressly designated as such. We reserve title and copyright to cost estimates, drawings and other documents; third parties may not be granted access to them.
- 2.2 Our offers are non-binding and subject to change without notice.
- 2.3 Our written order acknowledgement is definitive as regards the scope of delivery.

### **3. Prices**

- 3.1 All prices are non-binding. Unless otherwise agreed they are ex works/warehouse, exclusive of loading in the works, but including packaging. VAT is to be added at the then-current statutory rate.
- 3.2 Any discounts or other price reductions granted shall cease to apply in the event of judicial or extra-judicial composition proceedings, bankruptcy, default (↗ 284 German Civil Code), judicial collection, or on the 31st day after the due date of the invoice, unless the invoice amount has been paid by then.

### **4. Payment**

- 4.1 Unless otherwise agreed, payment is to be effected to our pay office in cash without any deductions within 30 days of the invoice date, free of charges for us. As of the day when the Buyer makes default in payment, it shall pay interest at 5% above the then-current Bundesbank discount rate, plus VAT at the statutory rate. After expiration of the payment deadline, the Buyer is automatically in default, without any express reminder being necessary.
- 4.2 Payment shall be deemed effected when we can dispose of the amount concerned, in the case of cheques and bills of exchange when they are honoured. Set-off and retention are possible only with our written consent, unless the counterclaims are acknowledged by us or are finally confirmed by court. If the Buyer does not fulfil its payment obligations, in particular if it dishonours a cheque or stops payments, or if circumstances come to our knowledge which give us reason to doubt the Buyer's creditworthiness, we shall be entitled to require payment of the entire balance of the debt or, where necessary, demand advance payment or security.

### **5. Delivery Dates and Periods**

- 5.1 The deadlines and periods quoted by us are non-binding, unless a binding delivery date has been agreed by way of an exception.
- 5.2 If we are in default with a delivery or performance, or if performance of our delivery obligation is permanently or temporarily impossible, the Buyer shall, after having set us a reasonable grace period - which must be at least one month in case of a failure to meet a delivery date for which we are not answerable or in case of temporary impossibility - be entitled to rescind the delivery contract for the delivery concerned.

The Buyer shall have no other claims on the basis of our failure to meet a delivery date, other delivery delays or impossibility, except in the case of intent or gross negligence on our part.

### **6. Passage of Risk**

- 6.1 The risk shall pass to the Buyer as soon as the consignment is handed over to the person responsible for its transport or has left our warehouse for the purpose of shipment. If shipment becomes impossible through no fault of ours, the risk shall pass to the Buyer upon notification of its readiness for shipment. If the goods are notified as ready for shipment not later than at the agreed delivery date, then this shall be deemed to have been met.
- 6.2 We are entitled to insure the goods for transportation at Buyer's expense, whereby this shall have no effect on the passage of risk.

## **7. Notification of Defects and Warranty Claims**

- 7.1 We are liable as follows for goods supplied by us, to the exclusion of all other claims: The Buyer must notify us in writing of the defect without delay, not later than eight days after receipt of the goods, attaching the delivery note; in the case of hidden defects, not later than eight days after discovery of the defect. We assume no liability for defects not notified within the specified deadline. Rejected goods may only be returned to us with our express consent.
- 7.2 The Buyer's attention is hereby expressly drawn to the fact that the apparatus and goods it is purchasing are scientific equipment which may cause serious injury to life and limb if not used properly. For this reason the Buyer expressly agrees to take all possible measures to prevent an improper and unauthorized use of the apparatus or goods. In addition, the Buyer agrees to always take the necessary care when using the apparatus and goods. The apparatus and goods should be kept away from children; the goods are not suitable for consumption.
- 7.3 No warranty is assumed for damage caused by the following:  
unsuitable or improper use, defective installation or putting into operation by the Buyer or third parties, natural wear and tear, improper or careless treatment, non-compliance with instructions for use, unsuitable equipment, replacement materials, faulty construction work, unsuitable foundation, chemical, electronic or electrical influence, unless such damage is caused through our fault.
- 7.4 Our liability is limited to repair of defective goods or delivery of defect-free goods as replacement, at our option. If we are not successful in repairing the goods, the Buyer can only demand a reasonable reduction of the purchase price or rescission of the individual purchase transaction.

Further claims of the Buyer, in particular for compensation for consequential damage and loss of profit, are excluded, except in case of intent or gross negligence on our part.

The exclusion of liability shall not apply in the event of the absence of a warranted characteristic or in the event of the breach of a material contractual obligation.

Where we are also liable for slight negligence in the event of the breach of a material contractual obligation, compensation is limited at maximum to that amount which was foreseeable for use at the time of entry into the contract, taking into account all circumstances of which we were aware or negligently unaware.

## **8. Exclusion of Damages**

- 8.1.1 Damages claims of the Buyer, regardless of their cause in law, in particular for breach of ancillary obligations, tort, product liability, false advice, positive breach of an obligation, culpa in contrahendo or impossibility, are excluded, especially for consequential damage and lost profit, except in the case of intent or gross negligence on our part. This exclusion of liability shall not apply in the event of the absence of a warranted characteristic or in the event of the breach of a material contractual obligation. Nor does it apply for claims for bodily injury and/or damage to private property based on the Product Liability Law. The exclusion of liability shall, however, also apply if claims have nothing to do with defects in the goods.
- 8.2 Where we are also liable for slight negligence in the event of a breach of a material contractual obligation, compensation is limited at maximum to that amount which was foreseeable for use at the time of entry into the contract, taking into account all circumstances of which we were aware or negligently unaware.

## **9. Retention of Title**

- 9.1 The goods delivered by us shall remain our property until the Buyer has paid the purchase price in full, including all subsidiary claims and all claims resulting from the ongoing business relationship. This shall also apply where some or all of our claims against the Buyer have been included in a current account and the balance is acknowledged. The retention of title shall also remain valid until such time as letters of exchange or cheques sent to us have been fully honoured. Goods to which we retain title may only be sold and processed by the Buyer as part of its normal business. If our goods are joined or mixed to other goods which do not belong to us, we shall acquire co-title to the new object pursuant to §§947/948 German Civil Code. Processing shall be done on our behalf. If our goods are processed together with goods not belonging to us, we shall have co-title to the new objects in proportion to the ratio between the value of the goods to which we retain title and the other processed goods at the time of processing. For the new object the same shall apply as for the goods to which we retain title.

The goods may not be pledged or assigned by way of security; we must be notified immediately if the goods are attached.

- 9.1 The Buyer hereby assigns the claims, together with all ancillary rights, accruing to it on the basis of the resale, if any, of the goods supplied by us. In the event that our goods are joined to, mixed and/or processed with goods which do not belong to us, a part of the claim for payment of the purchase price in proportion to the ratio between our goods and the joined, mixed and/or processed goods shall be deemed assigned. If the Buyer's claim from the resale of goods to which we retain title are included in a current account, then the Buyer hereby assigns its claim for payment with regard to the respective and acknowledged balance in the amount of our claims against the Buyer. The assignment becomes irrelevant if the Buyer pays us the purchase price for the goods supplied, including all subsidiary claims and all claims resulting from the ongoing business relationship.
- 9.2 If the value of the security rights to which we are entitled exceeds our claims against the Buyer by more than 20%, then corresponding security rights will be released at our option.

9.3 If the realization of our claims seems to us to be endangered, the Buyer shall inform us upon request about the quantity of goods to which we retain title which it still has in stock and enable us to take them back.

#### **10. Information and Advice**

Information about processing and application possibilities for the goods supplied by us, technical advice, and other information, in particular technical leaflets, will be provided to the best of our knowledge; the information is without obligation and we assume no liability, except in the case of intent or gross negligence on our part. In particular, any advice as to application techniques given verbally or in writing by us, and the provision of personnel does not release the Buyer from its obligation to test the materials on its own responsibility to ensure that they are suitable for the intended processes or purposes.

#### **11. Industrial Property Rights/Liability**

Unless otherwise agreed, we assume no liability for the fact that the goods supplied by us do not violate third-party industrial property rights, except in case of intent or gross negligence on our part. The Buyer agrees to notify us without delay if it receives complaints about any such violations. If the goods supplied were constructed according to plans or instructions of the Buyer, the Buyer shall indemnify us against all claims asserted on the basis of violations of industrial property rights. Reasonable advances for any court costs must be paid.

#### **12. Subsidiary Agreements**

Verbal subsidiary agreements, amendments or additions shall only be valid if expressly confirmed in writing, made by persons with powers of representation.

#### **13. Partial Invalidity**

Should any clause in these General Terms and Conditions of Business be or become invalid, this shall not affect the validity of the other clauses or agreements. The invalid clause shall be replaced by optional law. This also applies in the event of an omission.

#### **14. Governing Law, Jurisdiction**

14.1 These General Terms and Conditions of Business and the entire legal relations between us and the Buyer shall be governed by the laws of the Federal Republic of Germany. The UN Convention of 11.4.1980 relating to Contracts for the International Sale of Goods shall not apply.

14.2 If the Buyer is a merchant registered in the Commercial Register, the exclusive venue and place of performance shall be the seat of the Seller.