

General sales and delivery terms and conditions of HW Sensor Messtechnik

1. General

Our deliveries, services, and all other business relationships are subject exclusively to the following business conditions.

The following conditions apply to our services. The orderer hereby agrees to these conditions completely upon issuing an order. Changes to individual conditions shall only be effective with our written approval and shall not affect the remaining conditions. If the orderer must observe official contracting terms, then the "additional contract terms of the state of NRW (ZVB-NRW)" and the "general conditions for completion of services" in their respective applicable versions shall apply, provided these conflict with the following conditions. Deviating terms and conditions on behalf of the purchaser shall not obligate us, even if we do not refute them. Our conditions shall also apply to all future orders submitted by the purchaser without regard for whether or not we refer to you in each case. If an individual condition is invalid, then this shall not affect the validity of all remaining conditions and agreements. The rights and obligations in the sales contract may not be transferred to other agreements without our explicit approval.

2. Offers

Our offers shall always remain non-binding, provided not otherwise specified. The effectiveness of delivery contracts shall only result from our written order confirmation or the invoice. Both the price and the delivery conditions indicated on our order confirmation shall apply. The effectiveness of delivery contracts shall only result from our written order confirmation or the invoice. Additional agreements require our written confirmation.

3. Orders

Orders shall only qualify as accepted if they have been confirmed by us in writing. If delivery is completed immediately without confirmation, then the invoice shall simultaneously qualify as our order confirmation.

4. Price

Prices are provided ex works, not including packaging, in €, plus the respective applicable value-added tax. The packaging may not be returned. Only the prices indicated in the order confirmation shall be applicable. Customs fees and other taxes, fees, and costs that result in connection with the goods shall be borne by the orderer, provided no other written agreements have been made that conflict with this. If the supplier has accepted set-up or assembly tasks and nothing else has been agreed to, the orderer shall bear all required supplemental costs in addition to the agreed remuneration, i.e. travel costs, costs for transporting tools, and personal luggage, and accommodations.

5. Delivery and acceptance

Costs resulting for delivery shall be borne by the orderer. Upon provision of the products to the customer or upon shipping via rail, post, or other contractors, the risk of coincidental destruction or coincidental impairment shall transfer to the orderer.

All delivery times, data, and times ("schedule") represent an approximation and shall not form any significant component of the contract. All appropriate measures shall be taken to adhere to this schedule, without any liability accepted for failure to adhere to the schedule. An obligation to adhere to agreed delivery times may only be accepted on condition that uninterrupted manufacturing may proceed. In cases of force majeure, civil administrative procedures, defects in raw or auxiliary materials at the time of manufacturing, and other unforeseeable circumstances on our own behalf and that of our suppliers, we shall be entitled to cancel delivery obligations partially or entirely. The customer shall be informed concerning inability to complete the delivery in the cases as specified. Failure to adhere to confirmed delivery times due to the indicated reasons shall not entitle to enforcement of damage compensation claims or cancellation of the order. The orderer shall be obligated to accept special productions at the agreed deadline.

6. Complaints

Complaints with regard to completeness, quality, or features of goods may only be considered, provided this is not excluded by other conditions, if they are indicated to us in writing immediately after discovery and within one week following delivery at the latest. Defects that are however not discovered by careful inspection during this period must be indicated immediately after discovery.

7. Guarantee

In case of justified complaints, we may choose supplemental improvement or to make a replacement delivery. Additional claims such as conversion, reduction, and damage compensation are excluded. This shall not affect the right of the purchaser in case of failed improvement or replacement delivery to choose to reduce the remuneration or to demand rescission of the contract. Disputed parts

must be returned carriage paid upon request. The correction of defects by the purchaser may only be completed following our written approval. All liability for repair work completed without our approval shall be excluded. The guarantee does not include wear parts or parts that are subject to premature consumption due to their type of use and material characteristics. Guarantee claims are only permitted to the direct purchaser and may not be transferred.

8. Advice regarding technical application, right to reserve changes, approvals

Use and processing of the provided goods is solely the responsibility of the purchaser. Oral and written advice concerning technical application provided by the seller, even with regard to possible third-party protected rights, shall be non-binding and shall not release the purchaser from their own inspection of the products to ensure that they suit the intended purpose. Design changes remain reserved. The purchaser shall be obligated to decommission the delivered products in case of faults or defects to prevent subsequent damage.

9. Reservation of title

The delivered goods shall remain our property until all claims, including future claims, have been settled. The purchaser shall be entitled to sell the delivered goods in a regular business transaction under reservation of title. Conversely, the item may not be pledged or transferred as a security. In case of further sale or further processing, the purchaser shall hereby pledge all claims resulting from further sale to us, including all auxiliary rights concerning third-party debtors, up to the amount of the invoice amount including authorisation of proportionate collection of claims as a precaution. If the purchaser collects the pledged claim, then shall only take place in the role of fiduciary. The revenues collected for us must be transferred to us immediately. Upon request by us, the purchaser shall be obligated to inform the receiver concerning the pledge and provide information required for enforcement of our rights. The purchaser must inform us immediately if our rights are limited by a pledge or impaired in any way by third parties. If the receiver does not pay cash immediately, the purchaser must also retain title to our property vis-a-vis the receiver.

10. Payment

Payments must be made within 14 days of the invoice date net without any deductions. The purchase price shall nevertheless be due to us if the purchaser is delayed making other payments or if circumstances become known to us that reduce the creditworthiness of the orderer. In this case, we shall be entitled to complete outstanding deliveries in return for advanced payment only or to withdraw from the contract. If multiple claims are outstanding, incoming payments shall basically be offset with the oldest claim, regardless of what the purchaser specifies. Essentially, cheques may not be used to pay invoices. If the target is exceeded by 14 days, payment shall be considered to be delayed without prior notification. In case of payment delays, we shall be entitled to calculate delay interest according to the regulations of BGB and to enforce remuneration for provable damages caused by delays.

11. Drawing/description of goods

All specifications, descriptions, drawings, photographs, illustrations, dimensions, weight information, and other technical information about goods, advertising documents, and sample catalogues are only provided as descriptions, even if we provide them; the information provided in these documents do not guarantee properties and characteristics within the context of Sections 443, 434 BGH. Unless we confirm otherwise explicitly in writing, no contract shall apply as a sale by sample, and we do not guarantee that the goods match with previous delivery of similar goods. Drawings, documents, and designs may not be provided by the recipient to third parties. Violations shall be subject to full damage compensation. Drawings and documents provided with offers must be returned immediately by the recipient if an order is not awarded.

12. Applicable law

With regard to all legal relationships resulting from this contract and current and future completion of the contract, the contractual partners hereby agree to the application of German law, excluding UN sales law.

13. Place of fulfilment, place of jurisdiction

The place of fulfilment and jurisdiction for all mutual claims shall be the domicile of the defendant, the domicile of a defending legal person. If the purchaser is a merchant, a legal person under public law, or a special public fund, the domicile of the president of the state correctional office of NRW, Germany shall be the exclusive place of jurisdiction.