

# Sensortherm GmbH General Sales and Delivery Conditions

## 1. Validity

The following delivery conditions are valid for all agreements, deliveries and other services, including consulting services, only as long as they are not modified or excluded with the express written consent of the seller. Conditions of the buyer are also not binding should the seller not expressly object to them again.

## 2. Offer and Agreement on the Business Transaction

Offers are always made without engagement; contractual agreements are binding when confirmed in writing by the seller. Verbal agreements require an agreement in writing. The documents pertaining to the offer such as photos, drawings, indications of weights and measurements, etc., are only approximately authoritative. If after conclusion of the contract the seller is made aware of circumstances which place in doubt the credibility of the buyer, the seller is permitted to demand pre-payment or relevant security or can withdraw from the contract.

## 3. Delivery conditions

The expiration of certain delivery dates doesn't free the buyer, who wishes to withdraw from the contract, from giving an extension of delivery to the seller. The delivery date is considered reasonably extended if there is an act of God or other unforeseen events for which the seller is not responsible. This is also the case if these circumstances occur with the seller's suppliers or their suppliers. The seller is liable according to legal requirements.

## 4. Delivery, Costs & Passing of Risk

Shipment is accomplished, provided no other conditions are agreed to, according to the best judgement of the seller. All shipments, including any return shipments, are at the expense of the buyer. The risk passes to the buyer with the delivery of the goods to the shipper or freight forwarder, or at the latest when the goods leave the warehouse. Transport damages should be reported to the company transporting the merchandise (railway, carrier) within 48 hours. If there is no claim report, the total costs are at the expense of the receiver.

## 5. Packing

The packing is invoiced separately according to expenses incurred and will not be taken back.

## 6. Prices and Payment

Prices always include the relevant legal value added tax. The payment should be made within 30 days net if no other agreement has been made. Payments for repairs are to be made immediately without discount. If there is a delay in payment, the seller is entitled to demand interest in the amount of the relevant bank rates for overdrafts. No trade discounts will be given.

## 7. Retention of Title to the Goods

The seller retains title to the goods until all claims of the seller on the buyer arising from this business agreement, including claims which arise in the future from the same or future transactions, are settled. This is also the case if individual or total claims of the seller were included a current account and the account was balanced and accepted.

## 8. Notification of Defects and Guarantee

The seller is liable for defects for which he has been proven responsible by repairing or replacement, but only then if the buyer has examined the goods immediately upon receipt for quantity, quality and the promised quality and has given the seller a written report on the obvious defects within a week. Additional claims by the buyer on the seller and his agents are excluded, in particular claims for damages which didn't occur on the delivered goods. This is not valid in cases where due to intent, gross negligence or lack of assured quality there is preemptory liability.

## 9. Repairs

Repairs are to be performed only by the seller. If a cost estimate is requested prior to repair, this is to be expressly indicated. The costs of an estimate are to be compensated.

## 10. Place of Performance and Jurisdiction

Frankfurt/Main is the sole venue for deliveries and payments as well as all litigation between the parties. German law will be applied in the relationship between the two parties.

We inform you that we have stored your data according to Paragraph 26 of the Federal Data Protection Act.