

GENERAL SALES AND PURCHASING CONDITIONS

Following conditions apply solely for all offers, sales, deliveries and purchases of Lorenz Messtechnik GmbH in DE-73553 Alfdorf (hereinafter referred to as „us / we“). These conditions also apply even if the buyer / supplier stipulate other conditions. Deviations are valid only if they were confirmed by us. Verbal side agreements are invalid. The fulfillment of the contract is subject to the review and compliance (including any necessary permits) of the foreign trade law.

GENERAL SALES CONDITIONS

I. Offers and Deliveries

- 1.) Our offers are subject to change and non-binding.
- 2.) The delivery contract is only concluded when the order has been confirmed by us in writing.
- 3.) If the goods shall be delivered as a call order and are not called for within the agreed period, we reserve the right to carry out a delivery and invoice it. The fulfillment period for call orders is 12 months after written confirmation by us, unless agreed otherwise. In case of cancellation or non-fulfillment of a call order, the costs occurred up to this date must be paid in full by the buyer.
- 4.) The buyer undertakes to comply with the applicable national, European and international anti-terrorism regulations as well as the national (AWG/AWV) and European (Dual-Use Regulation) export control regulations in the respectively valid version. He shall also comply with the US re-export regulations (EAR) and sanctions (OFAC) for the goods and technical data to which the US regulations apply. Should an approval by the respective competent authority be required on the basis of the aforementioned legal bases, the buyer shall be obliged to apply for such approval independently and at his own expense and shall inform us thereof.

II. Delivery Times

If the non-compliance with the confirmed delivery time is due to force majeure, sovereign measures, industrial disputes or other events beyond our control, the delivery time will be extended accordingly. We will inform the buyer of the beginning and the end of such circumstances as soon as possible. This also applies if such events occur at our suppliers or subcontractors. Claims for damages of any kind due to delay or other failures to comply with the confirmed delivery date are excluded, except in case of § 276 para. 2 BGB. Partial deliveries are permissible.

III. Prices and Delivery

Our prices are ex works excluding packaging, insurance, transport costs and the sales tax applicable at the time of delivery. However, prices of undelivered goods may be changed if significant circumstances such as changes in target rates, taxes, currency crisis or other drastic measures make a delivery unreasonable at the original price. Errors and typing errors in offers, calculations, order confirmations and invoices etc. do not bind us.

Our terms of delivery are FCA (Free Carrier) Lorenz Messtechnik GmbH, Obere Schlossstrasse 131, DE-73553 Alfdorf, Incoterms 2020, plus packaging and shipping costs. The transfer of risk of the goods is transferred to the buyer as soon as the goods have been loaded onto the means of transport. Unless the buyer gives instructions to the contrary with his written order, we will arrange for the chargeable transport and, if necessary, insurance of the goods at our own discretion and for the purpose of expedience by a freight carrier.

IV. Payment Conditions

Payment shall be made within 10 days of the invoice date with 2 % discount or within 30 days net. After expiry of the payment period, reminder costs and interest on arrears will be charged. In case of non-compliance with the terms of payment or if we become aware after conclusion of the contract that the claim for payment is endangered by the purchaser's inability to pay, we are entitled to carry out outstanding deliveries or services only against advance payment or provision of security. Retention of payments or the set-off with claims of the buyer which are disputed by us, are not recognized and have not been legally established is excluded. The authority of the buyer to assign claims and in particular claims from this contract to third parties or to authorize third parties to collect claims or assert claims from this contract is excluded.

V. Retention of Title

All delivered goods remain in our property until the final payment is made. The buyer is obliged to treat the delivered goods with care. In particular, he is obliged to insure them sufficiently at his own expense against fire, water and theft damage. If maintenance work is necessary the buyer must carry this out in a timely manner at his own expense.

In case of treatment or processing, the resale of the goods by the buyer may only be carried out in the ordinary course of business.

If the goods delivered by us are processed with other objects, the buyer assigns to us already now his ownership or co-ownership right, as well as the claims to third parties resulting from the processing to us.

In case of seizure or other interventions by third parties, the buyer must inform us immediately in writing and in advance by telephone so that we can take legal action in accordance with § 771 ZPO (German Code of Civil Procedure) if necessary. If the third party is able to reimburse us for the court and out-of-court costs of an action pursuant to § 771 ZPO, the buyer is liable for the loss incurred.

VI. Liability for Defects

We guarantee that the sold goods are properly packed and free of damage at the time of the transfer of risk. If the delivery is delayed due to circumstances beyond our responsibility, the risk will pass to the buyer on the day the goods are ready for dispatch. Complaints regarding the condition of the consignment or inadequate packaging must be made in writing immediately, at the latest within 8 days of receipt of the delivery.

VII. Replacement Delivery

A credit note can only be issued after a precise determination of the obligation to replace the goods by a detailed examination at our factory. In case of justified complaint we will bear the shipping costs and the removal of defects - either by free repair or by replacement. Any further liability, in particular for damages and consequential damages, is excluded.

VIII. Warranty

Claims of the purchaser due to material defects of the delivered goods shall become time-barred one year after delivery of the object of purchase to the buyer. If the purchaser is a legal person under public law, a special fund under public law or an entrepreneur who, at the time of conclusion of the contract, acts in the exercise of his commercial or independent professional activity, the sale excludes any warranty claims due to defects in the delivered goods.

Warranty claims are excluded if the purchaser or a third party has made changes of any kind or repairs to the delivered goods or if the goods have been treated improperly. Wearing part are excluded from warranty.

IX. Other Claims for Damages

Claims for damages by the purchaser against us, in particular on the basis of breach of consulting or contractual secondary obligations, positive breach of contract, illegal action and fault at contract conclusion are excluded.

If the purchaser is a merchant, we are not liable - even if the damage was caused gross negligent or intent by vicarious agents or employees who are not executives or legal representatives of us, unless the damage has been caused by the breach of an essential contractual obligation. Agreements with our representatives and field staff must be expressly confirmed by us in writing.

X. Release from Product Liability Claims

The purchaser is obliged to indemnify us from claims by third parties who assert such claims against us due to damage caused by a product purchased from us either alone or together with other components built into the end product. If the price of the products supplied by us is not in a reasonable proportion to the price of the damage claim asserted against us, we shall be released from product liability claims. Reasonableness is exceeded if the claim exceeds twice the purchase price. In principle, liability shall be in accordance with the value of the order.

XI. Return of Goods

A return of goods is expressly accepted only after prior approval by us. Returned goods without our approval will be sent back to the sender carriage forward. Customized products are generally excluded from a return of goods. Administrative expenses for incoming goods inspections and other handling will be charged with a processing fee. Transportation costs for returned goods are generally to be borne by the sender.

XII. Place of Performance and Jurisdiction

The place of performance for all deliveries and claims arising from or in connection with the contract is our registered office. If the buyer is a merchant, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is our registered office. However, we are also entitled to bring an action at the buyer's general place of jurisdiction.

- 1.) The present contract is subject to the law of the Federal Republic of Germany and the European Union insofar as it is part of the law of the Federal Republic of Germany.
- 2.) The UN Sales Convention is excluded.

XIII. Taking back old Electrical and Electronic Equipment

The return and disposal of old electrical and electronic equipment if free of charge provided that the old equipment is delivered to us free of charge. Alternatively, a disposal container is available on our company premises for direct disposals.

GENERAL PURCHASE CONDITIONS

I. Orders and Contracts

The following terms and conditions of purchase shall apply exclusively to our orders and contracts. Deviating terms and conditions of the supplier are only accepted if they are confirmed by us in writing. The acceptance of deliveries or services does not imply agreement with the supplier's terms of sales.

II. Orders

If the supplier does not accept the order within one week of receipt, we are entitled to revoke the order. Orders, contracts and call offs as well as their amendments and supplements must be made in writing. The quality assurance guidelines according to ISO 9000ff are part of this contract.

III. Deliveries

Unless otherwise agreed in writing, deliveries within the European Union must be made DAP Alfdorf, Incoterms 2020, for all other deliveries DDP Alfdorf, Incoterms 2020, as per order. The supplier bears the material risk until acceptance of the goods by Lorenz Messtechnik GmbH.

Confirmed delivery dates and deadlines are binding. If confirmed deadlines are not met, we are entitled to withdraw from the contract after a reasonable period of grace without prejudice to further legal regulations.

We are entitled to compensation for all additional costs arising from delayed deliveries or services caused by the supplier. If it is foreseeable that a delivery cannot be made on time, the supplier must inform us immediately in writing.

IV. Payment Conditions

The invoices are generally issued in EUR. An invoice must be issued for each order; it must not be enclosed with the shipment. The order number must be stated on the invoice.

V. Preferences, Supplier's Declaration, Export Control

On request, the supplier will provide us with certificates of origin, supplier's declarations, customs tariff codes or proof of preference and any other documents/data in accordance with the foreign trade requirements. At the latest when issuing the invoice, the supplier shall inform us - without being asked - of the country of origin, the customs tariff number, the export list number in accordance with the German foreign trade law and the ECCN number in case of goods originating in the United States in accordance with the US re-export law.

VI. Warranty

The supplier assumes the warranty for material and workmanship of the delivered goods, even without timely notification of defects. Payment of the purchase price prior to the detection of defects does not constitute recognition that the goods are free of defects and have been delivered in accordance with the regulations. If, as a result of defective delivery, an incoming goods inspection exceeding the usual scope becomes necessary, the supplier bears the costs for this. If rectification work by us is required, this will automatically result in a reduction of the purchase price. If no rectification of defects is possible, we may demand a free replacement delivery.

VII. Production Damages

If a product liability claim is asserted by our customer or third parties, the supplier is obliged to indemnify us from such claims if the damage was caused by a fault on the part of the supplier, i.e. his product. In such cases, the supplier also bears the full costs of any legal action or recall campaign.

VIII. Copyright Protection

If drawings, plans or IT programs are handed over to suppliers for the execution of work on our part, we reserve the copyright. The documents handed over remain our property and are to be returned upon contract conclusion. Reproduction or transfer to third parties without our written consent is prohibited and will be punished by law in case of non-compliance.

IX. Place of Performance and Jurisdiction

See GENERAL SALES CONDITIONS item XII.

X. Patent Infringement

The supplier is liable for ensuring that no patents or industrial property rights are infringed upon third parties.