

General Terms and Conditions of Red-Ant Measurement Technologies and Services GmbH

1. Validity of the Terms and Conditions

All deliveries, services and offers are made exclusively on the basis of the following terms and conditions, even if they are not expressly agreed. These terms and conditions shall be deemed accepted at the latest upon receipt of the goods or services. We hereby expressly object to any confirmation by our contractual partners referring to the terms and conditions of business or purchase. Deviations from these terms and conditions shall only be effective if we have expressly confirmed them in writing.

2. Offers and Contract Conclusions

Our offers are subject to change and non-binding. Declarations of acceptance and all orders require our written or telex confirmation to be legally effective. The same applies to supplements, amendments and subsidiary agreements. Drawings, illustrations, dimensions, weights or other performance data are only binding if this is expressly agreed in writing.

3. Pricing

Unless otherwise stated, we shall be bound by the prices contained in our offers for 60 days from the date thereof. The prices stated in our order confirmation plus the statutory value added tax shall be decisive. Additional deliveries and services will be charged separately. Unless otherwise agreed, the prices are to be understood FCA Red-Ant Munich, excluding packaging.

4. Delivery and Performance Time

All delivery obligations are subject to our own timely delivery. Red-Ant has to provide evidence of corresponding dispositions. Partial deliveries and partial services are permissible. Delay in delivery does not occur in case of force majeure, riots, breakdowns, strikes. Red-Ant has to prove the required diligence.

5. Transfer of Risk

In the case of shipment, the risk of payment and performance passes to the customer upon delivery of the goods to the forwarding company, the carrier or any other person appointed to carry out the shipment. Upon request, an appropriate insurance policy can be taken out at the customer's expense.

6. Warranty

We shall be liable for demonstrable material or manufacturing defects of which we are notified in writing within one year of the date of delivery. If our operating or maintenance instructions are not followed, if changes are made to the products, if parts are replaced or if consumables are used that do not comply with the original specifications, any warranty shall be void. In the event of timely notification by our contractual partners that the products supplied do not comply with the warranty, we shall have the following options:

- The defective part or device is sent to the manufacturer with prepaid freight for repair and subsequent return.

- Our contractual partners keep the defective part or device ready and send our service technicians to our contractual partners to carry out the repair. If our contractual partners request that the warranty work is carried out at a location specified by them, we can comply with this request, whereby parts covered by the warranty shall not be invoiced, while working time and travel costs shall be paid.

Only our direct contractual partners are entitled to warranty claims against us and these are not transferable. For products or parts of products of third parties we will pass on the warranty granted to us by these third parties.

7. Retention of Title

The delivered goods remain the property of Red-Ant until all claims, including future claims, arising from this contract and the entire business relationship have been fulfilled. The customer may resell the goods subject to retention of title in the ordinary course of business subject to retention of title. They are not entitled to transfer ownership by way of security or to pledge the goods. The customer hereby assigns to Red-Ant the claims arising from the resale of the goods subject to retention of title to the amount of the outstanding purchase price as a security.

8. Payment

Unless otherwise agreed, our invoices are payable without deduction within 14 days of the invoice date. Payment shall only be deemed to have been made when we can dispose of the order. In the case of cheques, payment shall be deemed to have been made when the cheque has been cashed. For orders for deliveries with an order value of more than EUR 50.000,00, the following terms of payment shall apply: 30% on placing the order, 70% on delivery. Partial deliveries are permissible and may be invoiced separately.

9. Limitation of liability

Claims for damages arising from impossibility of performance, from breach of contract, from culpa in contrahendo and from tort are excluded both against us and against our vicarious agents, except in the case of wilful intent or gross negligence. No liability shall be accepted for consequential damage resulting from the use of the products.

10. Copyrights/Software Warranty

Insofar as software is included in the scope of delivery, it shall be provided to the contractual partners solely for their own use, i.e., they may neither copy it nor provide it to others for use. Software is excluded from all warranty provisions. The provisions of the manufacturer's licence agreement shall apply exclusively.

11. Data Protection

Red-Ant is entitled to process the data of the contractual partners received within the scope of the business relationship. Regardless of whether they originate from themselves or from third parties, in accordance with the Federal Data Protection Act.

12. Applicable Law and Place of Jurisdiction

The law of the Federal Republic of Germany shall apply. Place of performance and jurisdiction is Munich.