

Testing Equipment

1. Preamble

The Contractor accepts job orders, sells, leases, and delivers exclusively on the basis of these General Terms and Conditions of Business. The following terms and conditions shall apply to all services performed by the Contractor or a subcontractor identified by it in connection with this contract.

Verbally arranged modifications or amendments to this contract shall only be valid if they have been confirmed in writing by the Contractor.

Application of the Customer's terms and conditions of business or delivery is expressly excluded for this legal transaction and the entire business relationship.

As a rule, quotations are subject to change.

2. Delivery

Delivery is made at the Customer's expense and risk.

Partial deliveries are possible.

The Customer is to raise any complaints regarding damage in transit to the shipping company and the Contractor in writing immediately following receipt of the goods, no later, however, than within 8 days.

Storage measures and costs that are required due to reasons within the Customer's sphere of responsibility shall be undertaken at the Customer's expense and charged to the Customer.

Substantively justified and appropriate changes to the Contractor's service and delivery obligation, in particular instances where the delivery deadline is exceeded to a degree reasonable for the circumstances, shall be deemed approved by the Customer in advance, provided this does not involve a consumer transaction.

Scheduled delivery dates shall be considered merely rough estimations if no fixed-date transaction has been arranged. Events of force majeure or other unforeseen obstacles within the Contractor's sphere of responsibility or that of its subcontractor shall release the Contractor from compliance with the stipulated delivery period.

Business and traffic disruptions as well as improper delivery by subcontractors shall also be considered events of force majeure and shall release the Contractor from the obligation to deliver for the duration of the impediment or, at the Contractor's discretion, permanently, without entitling the Customer to claims due to the rescission by the Contractor.

Should the delivery deadline provided be exceeded by more than 30 days, the Customer shall be entitled, after providing an extension of another 60 days in writing, to rescind the contract. The Contractor can also rescind the contract should delivery be rendered impossible by events of force majeure, labor conflicts, or other obstacles that the Contractor is unable to avoid. In either case, the Contractor shall only be obligated to return any down payment received without interest.

The place of performance for delivery and payment is the Contractor's business headquarters.

3. Prices

The prices specified do not include sales tax.

Prices are charged in euros.

Should payroll expenses change due to stipulations in collective bargaining agreements in the industry, or should other costs necessary for the performance of services such as those for materials, energy, outsourced work, etc. change, the Contractor shall be entitled to increase or reduce the prices accordingly, provided a consumer transaction is not involved.

4. Payment

Invoices will be submitted directly following delivery whenever possible.

Payments are due without any deduction and free from other charges following invoice submission. In the case of partial invoices, the payment terms for the total order shall apply analogously.

In the case of job orders that include several units, the Contractor shall be entitled to submit invoices following the delivery of each individual unit or service.

The Customer shall not be entitled to withhold payments due to incomplete delivery, guarantee or warranty claims, or criticisms.

Payments received by the Contractor shall first be applied to compound interest, interest and incidental charges, prejudgment costs such as those for an attorney or collection agency called in, then the outstanding principal, beginning with the oldest debt.

In the event of default, the Contractor shall charge late payment interest at the rate normally charged by banks. In the event that two payments are not made in the case of an installment plan, the Contractor shall be entitled to declare a default and collect on any banker's acceptances furnished accordingly.

5. Ownership

The equipment and accessories delivered shall remain the Contractor's absolute property until payment has been made in full (including interest and charges). During this period, the Customer shall be responsible for proper maintenance (servicing and repair) at its own expense. The pledging of the goods or their assignment as collateral prior to payment in full is prohibited.

Should the Customer not properly satisfy its obligations arising from the contract, the Contractor shall be entitled to repossess its property at the Customer's expense at any time; the Customer is obligated to return these to the Contractor.

6. Assignment of Receivables

In the case of delivery subject to retention of title, the Customer hereby assigns its receivables from third parties to the Contractor as payment insofar as these arise due to the sale or processing of our goods, until the final payment of our accounts receivable. Upon request, the Customer is to name to us its contractors and to inform these promptly of the assignment. The assignment is to be indicated clearly to the purchaser in the accounts, delivery documents, invoices, etc.

Should the Customer default on its payments to the Contractor, sales proceeds the Customer receives are to be set apart and the Customer is to hold or keep these solely on behalf of the Contractor. Any claims against an insurer are hereby assigned to the Contractor, within the limitations of §15 of the Insurance Act.

Accounts receivable from the Contractor cannot be assigned by the Customer without the Contractor's express consent.

7. Quotation

The quotation is drawn up in good faith based on our expert knowledge; nevertheless, no guarantee can be provided regarding its correctness.

All quotations are subject to change.

8. Dunning and Collection Charges

In the event of default, the Customer shall be obligated to reimburse the Contractor for its expenditures for prejudgment costs such as attorneys' fees and collection agency fees.

Furthermore, in the event of default, the Customer is to compensate the Contractor for any other damages, in particular those damages that arise as the result of correspondingly higher interest charged on any of the Contractor's credit accounts due to nonpayment, regardless of fault.

9. Guarantee, Warranty, and Liability

Should a defect be detected in the delivered goods, the Customer can initially only demand this be corrected or that the goods be replaced, unless the correction or replacement is impossible or would be associated with a disproportionately high expense for the Contractor in comparison to another remedy. Whether this is the case also depends on the value of the goods without defect, the severity of the defect, and the inconveniences associated with the other remedy for the party undertaking such. The Contractor shall be obligated to perform the correction or the replacement within a reasonable period after the Customer hands over the goods.

If both correction and replacement are impossible or associated with a disproportionately high expense for the Contractor, the Customer shall have the right to a reduction in the price or, insofar as the defect concerned is not insignificant, the right of rescission. The same shall apply should the Contractor refuse to perform the correction or

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replacement or does not undertake such within a reasonable period, should these remedies be associated with significant inconveniences for the Customer, and should it be unreasonable to expect them of the Customer due to compelling reasons attributed directly to the Contractor.

It is hereby stipulated that the Customer must assert its guarantee rights with regard to moveable goods and real property in court within six months as intended in §933 of the Austrian Civil Code. This provision shall not apply to consumer transactions according to the Consumer Protection Act (*KSchG*).

Wear parts and accessories (e.g. data media, etc.) are excluded from guarantees as are repairs as the result of unauthorized tampering by third parties. Should the items that are the subject of the contract be employed in combination with third-party devices and/or programs, a guarantee shall exist for functional and performance defects in the items that are the subject of the contract only if such defects are also detected separate from any such combination.

Additional warranty coverage may be purchased above and beyond the scope of the guarantees. These terms and conditions shall also apply to these warranties. In the case of such a warranty, the Contractor hereby states that the Customer's guarantee rights shall not be limited by this warranty.

10. Rescission

In the case of failure to accept promptly or other good cause, in particular such as the Customer's bankruptcy or dismissal of bankruptcy due to lack of assets, as well as in the case of payment default by the Customer, the Contractor shall be entitled to the rescission of the contract insofar as it has not yet been performed in its entirety by both parties.

In the event of rescission and fault on the part of the Customer, the Contractor shall have the option of demanding a lump-sum damages award of 15% of the gross invoice amount or compensation for the damages that were actually incurred.

In the case of default by the Customer, the Contractor shall be released from any and all further service and delivery obligations.

Should the Customer rescind the contract without being entitled to do so or should it demand cancellation of the contract, the Contractor shall have the option of insisting on the performance of the contract or consenting to the cancellation of the contract. In the latter case, the Customer shall be obligated at the Contractor's option to pay a lump-sum damages award of 15% of the gross invoice amount or the amount of damages that were actually incurred.

11. Offsetting

The Customer shall be barred from offsetting the Contractor's claims with its own asserted counterclaims unless these counterclaims are upheld by a court of law or accepted by the Contractor in writing.

12. Force Majeure

Events of force majeure or other unforeseen obstacles within the Contractor's sphere of responsibility shall release the Contractor from compliance with the stipulated obligations. Business and traffic disruptions within the Contractor's scope of involvement shall also be considered events of force majeure and shall relieve the Contractor from being required to perform the service for the duration of the impediment without entitling the Customer to reduce the price.

13. Product Liability

Demands for redress as intended in §12 of the Product Liability Act are barred unless the party entitled to redress proves that the error was caused within the Contractor's sphere of responsibility and was caused at the very least by gross negligence.

14. Place of Jurisdiction and Applicable Law

Insofar as nothing is stipulated to the contrary, the statutory provisions applicable between registered businesspersons shall apply.

The territorial jurisdiction of the court having substantive jurisdiction for the Contractor's business headquarters is deemed that applicable for any disputes that arise. The jurisdiction of German courts is hereby stipulated.

Substantive German law shall apply. Application of the UN Convention on the Sale of Goods is excluded.

For all lawsuits due to disputes arising from this contract filed against a consumer that has its residence, usual address, or place of employment within the country, the court of jurisdiction shall be that court in whose county the consumer has its residence, usual address, or place of employment.

15. Data Protection and Change of Address

The Customer hereby grants its consent that the personal data contained in the sales contract can be stored and processed by means of automated systems by the Contractor in fulfillment of the contract.

The Customer shall be obligated to notify the Contractor of changes to its residential or business address until the legal transaction that is the subject matter of the contract has been executed in its entirety by both parties. Should the notification fail, statements shall also be considered as received if they were sent to the last known address.

16. Final Provisions

In the case of sale to consumers as intended by the Consumer Protection Act, the above provisions shall only apply to the extent that the Consumer Protection does not specify compulsory provisions to the contrary.

Should any individual provisions of these Terms and Conditions of Business be or become invalid or null and void, the validity of the remaining provisions shall not be affected thereby.