

Terms and Conditions of Sale and Delivery

I. Offer and Conclusion of the Contract

1.
Our deliveries and services are undertaken exclusively subject to the following Terms and Conditions of Sale and Delivery. These Terms and Conditions of Sale and Delivery are intended to be used for persons who, at the time of concluding the contract, are engaged in carrying on a business or are self-employed (entrepreneurs), or for public-law legal persons or public-law special funds.

The Buyer's business terms or terms of purchase apply to us only if we expressly recognise same in writing. The Buyer is deemed to have accepted these Terms and Conditions of Sale and Delivery at the latest at the time of acceptance of the delivery or service.

2.
Offers are without obligation. All agreements require our written confirmation to become valid.

II. Prices and Terms of Payment

1.
Prices apply net cash ex works plus freight costs, packaging costs and value-added tax.

2.
Invoices are payable in euros on the agreed dates or at the latest within 30 days of the invoice date without deduction. A discount may be deducted only if expressly agreed.

3.
Failure to comply with the terms of payment or circumstances, which are capable of diminishing the credit-worthiness of the Buyer, that become known to us after conclusion of the contract have the consequence that all our receivables become due for payment immediately. This also entitles us to require payment in advance for any still outstanding deliveries and to rescind the contract after a reasonable period of time or to require compensation for non-performance.

4.
The Buyer is entitled to set off or withhold payments only if we have recognized such claims as being valid and due for payment or if they have been held to be final and non-appealable.

5.
Unless otherwise previously agreed, we supply to unknown buyers only in return for cash on delivery or cash in advance. If a change in circumstances should result in our claim to payment being endangered, we are entitled to require advance payment of the invoice

amount. We also reserve the right to require down-payments.

III. Period for Delivery and Performance

1.
Delivery periods and dates are deemed to be approximate only, unless we have expressly confirmed them as binding in writing.

2.
Delivery periods begin on the date of receipt of the confirmation of order and apply ex works. Delivery periods or dates are deemed to have been met on notification of readiness for delivery if the goods cannot be shipped on time through no fault of our own.

3.
The delivery period agreed is extended – without prejudice to our rights arising from the Buyer's default – by the length of the period in which the Buyer remains in default with its obligation under this or another contract.

If the Buyer later makes changes to the contract which affect the delivery periods, the delivery period shall be extended by a reasonable period even if no express written agreement is made regarding the change in the delivery period.

4.
If we have guaranteed adherence to a date or a period and if we default, the Buyer must specify a reasonable period for subsequent performance in writing. After fruitless expiry of the period for subsequent performance, the Buyer may rescind the contract in respect of the deliveries and services not notified as ready for shipment or not performed by expiry of the period for subsequent performance. The Buyer is entitled to rescind the entire contract only if the part-deliveries or part-services already undertaken are of no use to the Buyer. The Buyer can claim compensation for damages only if our default or our failure to perform the delivery or service was intentional.

5.
We are entitled in the event of force majeure and also where our suppliers or their own suppliers are subject to force majeure to postpone delivery or service for the duration of the impediment and a reasonable start-up period thereafter or to rescind the contract either wholly or in part with regard to the unperformed portion.

6.
Deemed equivalent to force majeure are all circumstances which make the delivery or service considerably more difficult or impossible for us, e.g. strikes, lockouts, obstructions of transport channels, operating stoppages, if we

or our supplier produces a defective series or if there is a shortage of raw materials or energy.

IV. Scope of Delivery

Unless otherwise agreed in writing, the scope of delivery is determined by the generally applicable price lists or quotations.

V. Shipment and Passing of the Risk

1.
In the absence of a specific agreement, we select the packaging, shipping route and means of transport at our discretion.

2.
Even if delivery is made free to destination, the risk passes to the Buyer when the goods are handed over to the transport company or freight forwarder or at the latest when the goods leave our works.

3.
Goods notified as ready for shipment, even if they represent only a part delivery, must be called up without delay. Otherwise we are entitled to ship the goods at our discretion or store them at the expense and risk of the Buyer. We are also entitled to make part deliveries to a reasonable extent to the Buyer.

4.
We reserve the right to make part deliveries.

VI. Reservation of Title

1.
We reserve title to all goods delivered (reserved-title goods) until satisfaction of all claims accruing to us, in particular the relevant balance of account, regardless of the legal basis for same. This also applies if payments are made for specifically named receivables.

2.
Any fabrication using or processing of the reserved-title goods occurs on our behalf as manufacturer in accordance with Section 950 of the German Civil Code (*Bürgerliches Gesetzbuch*) without incurring any obligation on our part.

If the Buyer processes or combines the reserved-title goods with other goods or incorporates them in other goods, we acquire co-ownership in the new thing in the proportion the value of the reserved-title goods bears to the value of the other goods used at the time of processing (this value being the final invoice amount including VAT). In case our title is extinguished by combining or incorporation [at a future date], the Buyer assigns to us herewith any rights of ownership accruing to it in the new thing to the amount of the invoice value of the

reserved-title goods and will keep them safe free of charge on our behalf.

The rights of co-ownership thereby created are deemed to be reserved-title goods for the purposes of Clause 1.

3.
The Buyer may only sell the reserved-title goods in the usual course of business, subject to its usual terms of business, and as long as it is not in default on condition that the receivables arising from the resale together with ancillary rights pass to us in accordance with the following clauses. The Buyer is not entitled to dispose of the reserved-title goods in any other way.

4.
The Buyer herewith assigns to us the receivables arising from resale of the reserved-title goods or arising from another legal basis (insurance, tort), and we hereby accept the assignment. The receivables serve the purpose of securing our receivables to the same extent as reserved-title goods.

5.
If the Buyer sells the reserved-title goods together with other goods not supplied by us, the assignment of the receivables from such resale applies only in the amount of the invoice value of the reserved-title goods sold.

If goods are sold in which we have co-ownership shares as per Clause 2, the receivable is deemed to be assigned in the amount equal to these co-ownership shares.

6.
If the Buyer uses the reserved-title goods to perform a contract for work and services or a contract for work and materials, Clauses 4 and 5 apply mutatis mutandis to receivables arising from this contract.

7.
Until our revocation which is possible at any time, the Buyer is entitled to collect receivables arising from the resale as per Clauses 3 and 6. If the value of the existing securities exceeds the value of receivables secured by more than 15% we shall, on request, release securities to the relevant amount at our discretion.

8.
The Buyer is obliged to inform us without delay of any judicial enforcement proceedings by third parties against the reserved-title goods or against the receivables assigned to us or other securities and to supply us with the documents required for intervention. This also applies to impairments of any kind.

9.
In the event of conduct in breach of contract by the Buyer, in particular default in payment, we are entitled to recover the reserved-title goods after rescission and the Buyer is obliged to

surrender same. For this reason, the Buyer undertakes to prove upon request the physical existence of the reserved-title goods at any time and to allow us access to its premises.

VII. Return shipments

Return shipments and goods exchanges require our prior consent. We do not take back customized products. There is no right to delay payment for invoice amounts due in the event of return shipments. The costs of the examination and any repair of the returned items shall be deducted from the credit note or invoiced separately. We reserve the right to make additional claims as a result of damage or excessive use of the item.

VIII. Warranty

1. The warranty rights of the Buyer are conditional on the Buyer having duly performed the requisite duties of examination and notification of defects under Section 377 of the German Commercial Code (*Handelsgesetzbuch*). Natural wear and tear and premature wear and tear caused by unusual use is always excluded from the warranty.

2.
If the goods have a defect for which we are responsible, we are obliged, to the exclusion of any right of the Buyer to rescind the contract or reduce the contractual price, to attempt subsequent performance unless we are entitled to refuse to attempt subsequent performance on the basis of the statutory regulations. The Buyer must allow a reasonable period of time for subsequent performance to be made. At our discretion, subsequent performance can be made by elimination of the defect (subsequent improvement) or by delivering new goods. We will pay the costs required to eliminate the defects, unless these costs are higher because the contractual item is located at a place other than the place of performance.

3.
If subsequent performance fails, the Buyer may, at its discretion, require a reduction in the selling price or rescind the contract. Subsequent performance is deemed to have failed on the second unsuccessful attempt unless the nature of the contractual item is such that it is appropriate that further improvement attempts be made and the Buyer can be reasonably expected to tolerate same.

4.
The Buyer can claim compensation for the defect subject to the following terms only if the subsequent improvement has failed. This does not affect the Buyer's right to make additional damages claims subject to the following conditions.

5.

We are obliged by the statutory regulations to accept the return of new goods or to reduce the selling price even without setting the otherwise necessary subsequent period for performance if the Buyer's customer could, in its capacity as consumer of the new movable item sold (consumer-goods sale) require the Buyer to accept the return of the goods or to reduce the selling price because of the defect or the Buyer is faced with such a right of recourse resulting from same. Moreover, we are obliged to refund the expenses incurred by the Buyer, in particular the costs of transport, travelling expenses, labour and material costs, which the latter incurred in relations with end consumers in the course of subsequent performance by reason of a defect in the goods that existed at the time of the passing of the risk to the Buyer. The claim is excluded if the Buyer failed to duly perform the duties of examination and notification of defects incumbent upon it under Section 377 of the German Commercial Code.

6.
The obligation under Section VIII Clause 5 is excluded if the defect is based on advertising statements or other contractual agreements not originating from ourselves or if the Buyer has given the end consumer a special guarantee. The obligation is also excluded if the Buyer itself was under no such obligation under the statutory regulations to exercise the warranty rights vis-à-vis the consumer or failed to notify the defect in response to a claim asserted against it. The same applies if the Buyer has given the end consumer warranties that exceed those under statute.

7.
We have unlimited liability under the statutory provisions for harm to life, physical injury or harm to health arising from a negligent or intentional breach of duty by ourselves, our statutory representatives or our agents or employees, as well as for damages for liability covered by the Product Liability Act (*Produkthaftungsgesetz*). For damages not covered by Sentence 1 and due to malice or deliberate or grossly negligent breach of contract by us, our statutory representatives or agents or employees, we are liable in accordance with the statutory provisions. In this event, however, liability for damages is limited to the foreseeable, typically occurring damages provided that we, our statutory representatives, agents or employees have not acted deliberately. To the extent to which we have given a guarantee regarding the properties and/or durability of the goods or parts thereof, we are also liable to the extent of this guarantee. We are liable for damages resulting from the lack of guaranteed properties or durability, which do not directly affect the goods themselves, only if the risk of such damages is obviously covered by the guarantee of properties or durability.

8.

Liability for damage to the Buyer's other property caused by the goods we have delivered (e.g. damage to other objects) is, however, wholly excluded. This does not apply where the damage was caused intentionally or by gross negligence or liability exists due to harm to life, physical injury or harm to health.

9.
More extensive liability is excluded – regardless of the legal nature of the claim made. This applies in particular to claims based on tort or claims for the refund of wasted expenditure in lieu of performance; this does not affect our liability as defined in Section III Clauses 4 to 6 of these Terms and Conditions of Sale and Delivery. To the extent to which our liability is excluded or limited, this also applies in respect of the personal liability of our employees, representatives and agents.

10.
All claims of the Buyer for damages based on defects become time-barred one year from the date of delivery. This does not apply in the event that we, our statutory representatives, employees or agents are at fault for harm to life, physical injury or harm to health or if we or our statutory representatives have acted with intent or gross negligence or if our agents have acted with intent.

11.
No warranty is given in the following cases in particular:

Unsuitable or improper use, faulty assembly or commissioning by the Buyer or third parties, natural wear and tear, faulty or negligent treatment, improper maintenance, unsuitable operating materials, chemical, electrochemical or electrical influences insofar as we are not responsible for same. If the Buyer or a third party makes improper improvements, we are not liable for any ensuing consequences. The same applies to any modifications of the item delivered undertaken without our prior consent.

12.

If warranty claims are brought, these must be proven at the time of sending in the device by simultaneously presenting the purchase invoice. Repairs under warranty are made on our premises.

IX. Legal Defects

If the use of the item delivered leads to the infringement of industrial property rights or copyrights in Germany, we shall procure the right of continued use for the Buyer at our expense or modify in a manner reasonable for the Buyer the item delivered in such a way that the infringement of proprietary rights no longer occurs. If this is not possible at reasonable economic expense or within a reasonable period of time, the Buyer is entitled to rescind the contract. Furthermore, we shall indemnify the Buyer against undisputed or final and binding claims by the holder of the proprietary rights in question.

Subject to Section VIII Clause 6, the above obligations on our part are exhaustive in the event of infringement of proprietary rights or copyrights.

X. Repair Conditions (Outside the Warranty)

If no cost estimate is expressly requested, the repair is made at our rates applicable on the date of placing the order. If a repair based on a cost estimate is not made, we shall charge the costs incurred for processing. If after-sales services are performed on the premises of the Buyer or third party, the time spent travelling to and from those premises and the travelling expenses will be borne by the customer. The customer must bear the costs of the outward and return shipments of the equipment for repair. Complaints based on defective repairs must be notified without delay in writing. Repairs subject to charge are performed only in return for payment in cash or cash on delivery.

XI. Use of Software

If software is included in the scope of delivery, the Buyer is granted a non-exclusive right to use the software delivered and its documentation. It is provided for use on the delivered item as intended. The use of the software on more than one system is prohibited.

The Buyer may only copy, modify, compile the software or decompile it (from object code to source code) to the extent permitted by statute (Section 69a et seq. of the Copyright Act (*Urheberrechtsgesetz*)). The Buyer undertakes not to remove manufacturer's details – in particular copyright notices – or change same without our express prior consent.

We or our software supplier retain all other rights to the software and documentation, including the copies thereof. No sublicences may be granted.

XII. Miscellaneous

1.
The place of performance and the court of jurisdiction for deliveries and payments (including actions involving cheques or bills) and all disputes arising on the basis of the sales agreements concluded between us and our contractual partner shall be at the place where we have our registered office. However, we are also entitled to take action against our contractual partner at its domicile and/or registered office.

2.
The governing law of the Federal Republic of Germany as it applies to legal relations between domestic parties applies to all legal relations between us and the Buyer to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

3.
Should individual provisions of these Terms and Conditions of Sale and Delivery be or become invalid, this shall not affect the validity of the remaining provisions.

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