

### §1 General Conditions

- a) If not otherwise indicated, our prices in price lists, offers and proforma invoices are to be understood ex works, packed, exclusive any customs duties. We reserve the right for technical alterations on our instruments and systems. Exceptions are special offers with specified validity period.
- b) Orders are considered as accepted only after receipt of our written confirmation.
- c) We sell exclusively on the basis of our "General Sales and Business Conditions" which are included in our offers. Should any different purchase conditions be requested by the purchaser, these have to be confirmed by us in written form.
- d) Our order confirmations are relevant for scope and quantity of the shipment.

### §2 Delivery and Shipment

- a) Benefit and risk shall be transferred to the purchaser not later than when the goods are dispatched from the factory. Otherwise, the agreed INCOTERMS are valid for each order. If the shipment is delayed or made impossible for reasons, which the supplier does not have justify, the goods shall be stored at the cost and risk of the purchaser.
- b) Unless otherwise agreed, the purchaser has to take care of the insurance for transportation.
- c) We reserve the right to send smaller orders by any courier service (e.g. DPD, DHL, TNT etc.), even if the instructions of the purchases are different.

### §3 Delivery Dates

- a) We make every effort to meet the delivery dates indicated in the order confirmations, considering the possibilities of material procurement and time expenditure for production of the goods.
- b) The agreed delivery period will be kept subject to unforeseeable circumstances in Austria or with our sub-suppliers. Such unforeseeable circumstances are for example force majeure, armed conflicts, riots, lack of raw material, lack of energy, epidemics, strikes, delay in transportation and customs clearance.
- c) Assertion of any additional claims for damages and / or any resulting withdrawal from the contract are invalid.

### §4 Compensations

- a) Basically neither claims for any damages nor any penalties are accepted concerning above §1 to §3.

### §5 Prices

- a) Apart from special agreements, our prices are specified in Euro (€).

### §6 Payment Conditions

- a) Our payment conditions are specified in our offers, proforma invoices and order confirmations. Payment is to be made without any deduction for expenses, cash discounts, taxes, fees etc.
- b) Should payment be delayed, a 10% interest p.a. will be invoiced without any notification.
- c) The purchaser has no right to hold back payments due to any guarantee claims or other claims.
- d) Payment is considered as settled as soon as the transfer is received at the pay-office of the supplier.

### §7 Works Test, Acceptance Test, Test Certificates, Installation and Putting into Operation

- a) Unless otherwise agreed in the contract, neither acceptance tests nor mounting and supervision nor putting into operation and training of the purchaser's engineers are included in the price.
- b) Final tests of the goods before dispatch are carried out according to our relevant test specifications and at our own cost.
- c) Acceptance tests are only made if agreed in written form with the purchaser. The cost involved is charged to the purchaser.

- d) Calibration certificates will be issued only on request and against payment of the arisen costs by the purchaser.
- e) Inspection certificates, issued by an international inspection company, can only be supplied against payment of the arisen costs.

### §8 Guarantee

- a) Our guarantee is limited to the quality of the goods. Guarantee claims arise only if the purchaser informs us about the occurred defects or faults in written form within 10 days (by fax or email) after receipt of the goods or discovery of the defects.
- b) A guarantee claim on rechargeable batteries installed in instruments can only be granted after checking at the manufacturing plant.
- c) For other products or commodities like chargers, modems, etc. the guarantee conditions of the corresponding manufacturer shall apply.
- d) If the transport insurance is covered by us, in case of loss or damage on the instruments the purchaser has to arrange immediately the issue of a detailed report of the facts. This official report (e.g. issued by a claims agent) is then to be sent to us for further steps.
- e) We agree to carry out repair works within 12 months from date of invoice at our own costs as soon as possible, if these repair works are to be explained by defects in material, construction or workmanship.
- f) At the written request of the purchaser this guarantee period can be extended by us up to 12 months from putting into operation, or to a maximum of 18 months from the date of invoice.
- g) Transport costs in both directions for the elimination of such faults are met buy the purchaser. Any defects to be repaired at site, travel and accommodation expenses for our engineers are to be borne by the purchaser.
- h) The guarantee does not cover damages caused by improper handling, overloading or force etc. Guarantee expires immediately if the purchaser or any third party carries out any modification or repair works without our preceding written authorization.

### §9 Liability

- a) Shipments are made by us according to agreement, and we accept the guarantee terms.
- b) Liability for direct or indirect consequential damage shall be excluded. Furthermore, we do not accept any liability for manipulations on the instruments by any third party or in case of any severe failure or wrong operation.

### §10 Cancellation

- a) Cancellation of orders may only be made with our written consent, on the condition that we will be reimbursed for our expenditure on material, wages and arisen expenses.

### §11 Reservation of Ownership

- a) The goods delivered by us remain our property until payment has been completed.

### §12 Legal Domicile

- a) Any disputes arising directly or indirectly hereunder will be settled before a competent court of law in Feldkirch / Austria. The contract is exclusively subject to the Austrian law.