

# Sales and delivery terms

## 1 General information

- 1.1 The following terms of sale and delivery apply to the present contract and to all future business relationships. Divergent arrangements require written confirmation in each case and shall not become part of the contract, neither by way of our refraining from statement nor by way of delivery of the goods and services stipulated in the contract.
- 1.2 We hereby expressly reject any contradictory business conditions that the customer may have.

## 2 Offers, documents and industrial property rights

- 2.1 Our offers are subject to change without notice and are binding for a period of 3 months from the creation date. The offers we submit are of a confidential nature and are not intended for third parties unless expressly approved by us.
- 2.2 Unless expressly deemed binding in the offer, all technical data, material data, etc. represent approximate values. Notifications in case of change are only made if warranted properties are affected.
- 2.3 The data contained in catalogs, brochures and other written documents or on data media are to be checked with regards to suitability for the planned application by the customer before purchase and usage. This also applies to the choice of suitable materials. The customer is responsible for informing themselves of the product's application options.
- 2.4 We are not obliged to check customer data and/or requirements with regards to correctness and/or legal conformity; the customer alone assumes liability for this data.
- 2.5 Drawings, drafts and contributions to discussion, which are conceived as part of consulting services provided within the context of contractual negotiations are non-binding. The customer cannot assert claims of any kind based on such documents or services, unless we have committed acts of intent or gross negligence.

## 3 Order

- 3.1 We only consider orders accepted once they have been confirmed in writing. The text of order confirmation is decisive for the contents of the signed contract as well as the type and content of the order. The customer is obliged to check all parts of this and to reprimand any divergences immediately in writing.

## 4 Delivery time and scope of supply

- 4.1 Dates of delivery will of course be set to meet customer demands if possible. Observance of the delivery time also requires the customer's observance of their obligations and, in particular, any payment obligations.
- 4.2 We shall assume no liability for delays of delivery as a result of „force majeure“ or similar circumstances, which we ourselves are not responsible for and could not have predicted such as the refusal of official approvals, labor disputes, special circumstances at suppliers, etc. Terms of delivery are extended by the period of impediment.
- 4.3 If the supply agreement is not adhered to or in cases of or late delivery even after a deadline given us, we shall assume liability only if we have committed acts of intent, gross negligence or breach of essential contractual obligations. A transfer of the burden of proof to the customer's disadvantage remains unaffected by this regulation.
- 4.4 The customer's right to withdraw from the contract after expiry of an adequate deadline provided us remains unaffected by this. The statement of withdrawal can only be submitted in writing.
- 4.5 Partial deliveries are permissible to the extent reasonable for the customer.

## 5 Place of delivery, transfer of risk

- 5.1 We deliver carriage paid (CPT) within Germany, FCA = free carrier outside of Germany for serial products. Nevertheless, the risk passes to the purchaser in all cases upon shipment of the goods.
- 5.2 If requested and at the purchaser's expense, we will insure the shipment against breakage, transport and fire damage and send such shipment according to the purchaser's instructions.
- 5.3 We deliver with RESY packaging according to the packaging ordinance.

## 6 Price

- 6.1 The prices listed in the order confirmation are binding. Nevertheless, prices of goods that have not yet been shipped can be changed if essential circumstances such as changes of customs rates, taxes, currency crises or other drastic measures make delivery at the original price unreasonable.
- 6.2 The minimum order value is € 150. We charge a handling fee of € 35 for order values less than € 150.

## 7 Payment terms

- 7.1 We strictly perform on a payment in advance basis. We assume no responsibility for foreign bank charges.

## 8 Liability for material defects

- 8.1 The purchaser must inform of evident defects within two weeks after delivery. A shorter inspection obligation period as stipulated by German Commercial Code §377 is not affected by this.
- 8.2 For defects of which we are notified within 24 months after transfer of risk, we will improve or provide replacement at our own discretion, which we are also entitled to after repeated unsuccessful improvement attempts. We shall be provided adequate time and opportunity to do this. In case subsequent fulfillment is not successful, then the customer has the right to withdraw from the contract or to lower the purchase price accordingly at their discretion. Further claims remain unaffected by this.
- 8.3 All claims for liability for material defects shall be cancelled as soon as the product is processed or installed if the defects could have been ascertained before installation or processing by the customer with a reasonable amount of effort.
- 8.4 We shall not guarantee a specific product service life especially under complicated conditions and those of which we were not previously aware. Claims in the case of untimely destruction are excluded.
- 8.5 He original guarantee terms are neither restricted nor interrupted by repair of the delivered product
- 8.6 We shall only assume liability for material defects of the model that adheres to specifications for products that have been produced according to drawings or specifications from the customer.
- 8.7 Liability for material defects does not include natural wear, wear parts or damages that have originated after the transfer of risk as a result of improper or negligent treatment or as a result of usage other than stipulated by the contract or specification.
- 8.8 Liability for material defects, which do not or only slightly impair the value or the ability to use the product, is also excluded.

## 9 Return of goods

- 9.1 Returned goods will only be accepted if expressly approved in advance by burster.
- 9.2 Returned goods that have not been approved by burster will be sent back at the cost of the sender.
- 9.3 Custom-made products may absolutely not be returned.
- 9.4 A handling fee will be charged for administrative expenses for incoming goods inspection and other handling.
- 9.5 Transportation costs for the return of goods shall be

strictly borne by the sender.

## 10 Liability

- 10.1 Claims for compensation and reimbursement of expenses by the customer regardless of legal grounds - even those resulting from unauthorized action or reimbursement of expenses for damages caused by defects or consequential damages, due to culpable breach of secondary contractual obligations or to lost profit - are excluded.
- 10.2 In cases of intent or gross negligence, we shall be held liable according to legal regulations regardless of the legal grounds. We shall not be held liable in cases of slight negligence.
- 10.3 If we culpably breach a cardinal obligation or an essential contractual duty, then liability shall be limited to replacement of the damage typically caused by such breach.
- 10.4 Liability is not excluded to the extent that a liability insurance exists and assumes responsibility for costs. Claims due to stipulations of the Product Liability Act also remain unaffected.
- 10.5 The legal regulations pertaining to burden of proof remain unaffected.

## 11 Return of title

- 11.1 The delivered goods remain our property until final payment has been made. In case they are processed, the customer may only resell the goods in the ordinary course of business. The customer is not entitled to make other dispositions such as pledge, granting a security interest, etc.
- 11.2 If the goods that we deliver are processed with other objects, the purchaser hereby cedes to us any property rights or coproperty rights as well as third party demands resulting from such processing. The retention of title shall remain unaffected by installment payments by third parties and especially by endorser of bills. Despite our retention of title, the purchaser shall be liable for loss and deterioration of the delivered goods.

## 12 Repairs

- 12.1 Repairs are performed without guarantee if no error report exists.
- 12.2 In the case of faulty repair, notification of evident defects is to be given within two weeks. Complaints for concealed defects, which should be remedied according to our repair report, are to be asserted within the legal guarantee term (12 months here).

## 13 Legal venue

- 13.1 The laws of The Federal Republic of Germany shall apply exclusively and to the explicit exclusion of the UN trade law (UNCITRAL). The contract language is German.
- 13.2 To the extent that the customer is a merchant, a public legal entity or a separate estate under public law, then the legal venue is 76593 Gernsbach, Germany.

## 14 General clause

- 14.1 Ineffectiveness of single regulations of these terms and conditions shall have no influence on the validity of the other sections. If a regulation should be or become ineffective, the contracting partners shall substitute the ineffective regulation with an effective regulation, which resembles the economic and legal purpose of the ineffective regulation as closely as possible.

**burster präzisionsmesstechnik gmbh & co kg**