

General Terms and Conditions of Sale, as at February 19st 2020

§ 1 Application

- (1) These terms and conditions of sale shall apply exclusively. Differing or contrary terms shall not apply except if expressly agreed upon in writing.
- (2) These terms and conditions of sale shall also govern all future transactions between the parties and shall also apply if we perform delivery despite our knowledge of differing or contrary terms.
- (3) These terms and conditions of sale shall only apply vis á vis merchants, governmental entities, or special governmental estates.

§ 2 Offer

- (1) Our offers are provisional and are to be considered as a request for the giving of an order. If the offer includes technical specifications, these specifications determine all properties and the performance of the delivery items in a final manner.
- (2) Verbal details and the information on measurements, weights, performance and the like provided in catalogues, brochures and advertisements, illustrations, price lists and other documents are roughly definitive and not binding to the extent that they were not expressly confirmed by us as binding.
- (3) We reserve improvements and modifications on the performance item which are differing from offers and brochures which do not impair the contractual purpose and are reasonable for the Customer.
- (4) Models, samples, drawings, plans, descriptions, calculations, offers and other records remain our property and are subject to our copy right. It is not allowed to make them available to third persons.

§ 3 Conclusion of contract

- (1) The Customer is bound by his order for four weeks – calculated from the day of sending of the order.
- (2) The contract is only reached with our written order confirmation or with the realization of the performance, depending on it which one is the earlier event.
- (3) Also collateral agreements, further modifications and amendments agreed on the phone or orally regarding already confirmed orders require our written confirmation in order to become effective.

§ 4 Prices, Payment

- (1) Orders for which no prices had been agreed are calculated in accordance with the list prices valid on the delivery date.
- (2) To the extent that there does not result anything else from the order confirmation, our prices are considered as „ex works respectively ex warehouse“, exclusive packaging, transportation costs, a transport risks insurance requested by the Customer as well as installation and operating facilities. The same are charged separately.
- (3) The statutory turnover tax is not included in our prices; it is shown separately on the invoice in the legal amount on the invoicing date.
- (4) The purchase price is due and payable net within 30 days from the date of the invoice. From the due date interest in the amount of 8% above the respective base interest rate p. a. shall accrue. We reserve all rights to claim further damages for delay.

§ 5 Offset, Retainer

The purchaser shall be entitled to offset only insofar as the purchaser's counter-claim is acknowledged, undisputed or assessed in a legally binding judgement. The purchaser is entitled to claim retainer rights only to the extent such rights are based on the same transaction.

§ 6 Delivery

- (1) Delivery is conditioned upon timely and proper performance of all duties of the purchaser. Defences based on non-performance of the contract are reserved.
- (2) In case of default in acceptance or other breach of duties to cooperate by the purchaser we are entitled to claim any resulting damage including but not limited to additional expenses, if any. Further damages are reserved. In this case, the risk of loss or damage to the goods passes to the purchaser at the time of such default or breach of duty to cooperate.
- (3) In the event that import conditions of governments or authorities prevent a delivery, then this will entitle MICROSENS to withdraw from the contract. MICROSENS can then, at the request of the customer, draw up a new contract that is adapted to the changed conditions.
- (4) In the event of delayed performance by MICROSENS, then MICROSENS will be liable for default damage or - after setting a time limit with threat of rejection - for compensation on account of non-fulfilment only if the delay was caused intentionally or by gross negligence on the part of MICROSENS.

§ 7 Passing of Risk, Shipment

- (1) The risk of loss or damage to the goods passes to the purchaser when the merchandise is made available for collection, but at the latest upon dispatch.
- (2) If no alternative has been stipulated, then MICROSENS will decide how the delivery will be effected - either from an inland location or a foreign distributing warehouse.
- (3) In the absence of alternative instructions, MICROSENS will determine the means of transport and the transport route.

§ 8 Retention of Title

- (1) We retain title to the goods until full settlement of all of our claims resulting from sales under the business relationship. In case of breach of contract by the purchaser including, without limitation, default in payment, we are entitled to take possession of the goods.
- (2) The purchaser shall handle the goods with due care, maintain suitable insurance for the goods and, to the extent necessary, service and maintain the goods.
- (3) As long as the purchase price has not been completely paid, the purchaser shall immediately inform us in writing if the goods become subject to rights of third persons or other encumbrances.
- (4) The purchaser may resell goods subject to the above retention of title only in the course of his regular business. For this case, the purchaser hereby assigns all claims arising out of such resale, whether the goods have been processed or not, to us. Notwithstanding our right to claim direct payment the purchaser shall be entitled to receive the payment on the assigned claims. To this end, we agree to not demand payment on the assigned claims to the extent the purchaser complies with all his obligations for payment and does not become subject to an application for insolvency or similar proceedings or to any stay of payments.
- (5) Insofar as the above securities exceed the secured claim by more than 10%, we are obligated, upon our election, to release such securities upon the purchaser's request.

§ 9 Warranty

- (1) Precondition for any warranty claim of the purchaser is the purchaser's full compliance with all requirements regarding inspection and objection established by para. 377 German Commercial Code (HGB).
- (2) Warranty claims shall be time-barred after 24 months of the passage of risk.
- (3) In case of non-conformity of the goods the purchaser is entitled to alternative performance in the form of remedy of the defect or delivery of conforming goods. If such alternative performance has failed, the purchaser is entitled to reduce the purchase price or to withdraw from the contract.

§ 10 Liability

- (1) In case of intent or gross negligence on our part or by our agents or assistants in performance we are liable according to the provisions of applicable law; the same applies in case of breach of fundamental contract obligations. To the extent the breach of contract is unintentionally our liability for damages shall be limited to the typically predictable damage.
- (2) Our liability for culpable damage to life, body or health as well as our liability under the Product Liability Act shall remain unaffected.
- (3) Any liability not expressly provided for above shall be disclaimed.

§ 11 Applicable law, Jurisdiction

- (1) This contract shall be governed by the laws of the Federal Republic of Germany (excluding the Convention on Contracts for the International Sale of Goods).
- (2) Place of performance and exclusive place of jurisdiction for all disputes arising out of or in connection with this contract shall be either Hamm/Westphalia or Frankfurt am Main, insofar as legally allowed.

§ 12 Severability clause

If any provision of these terms is, for any reason, invalid and/or unenforceable, the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by law.