

General Terms and Conditions of Sale (GTCS)

1. Scope of application

1.1 These Terms and Conditions of Sale shall apply exclusively. MICROSENS will not accept any deviating or conflicting terms and conditions unless we have expressly agreed to them in writing.

1.2 These Terms and Conditions of Sale shall apply to all future transactions between the parties and shall also apply if MICROSENS makes delivery of the goods with knowledge of differing or conflicting terms and conditions.

1.3 These General Terms and Conditions of Sale apply only to entrepreneurs, legal entities under public law or special funds under public law within the meaning of § 310 Para. 1 BGB (German Civil Code).

2. Offer

2.1 MICROSENS offers are subject to change and are to be understood as an invitation to place an order. If the offer contains a performance description, the characteristics of the delivery item specified therein shall determine the properties of the delivery item comprehensively and conclusively.

2.2 The information given in catalogues, brochures, circulars and advertisements, illustrations, price lists and other documents concerning dimensions, weights, performance and the like are only approximate and are not binding unless they have been expressly confirmed as binding by MICROSENS.

2.3 We reserve the right to make improvements and alterations to the subject matter of the contract which deviate from quotations and brochures and which affect the purpose of the contract only to an insignificant extent and which are reasonable for the Buyer.

2.4 Models, samples, drawings, plans, descriptions, calculations, offers and other documents remain our property and are subject to our copyright. They may not be made accessible to third parties unless we give the Buyer our express written consent.

3. Conclusion of contract

3.1 The Buyer is bound by his order for four weeks - calculated from the date of dispatch of the order.

3.2 The contract shall only come into effect through the written confirmation of the order by MICROSENS or through the performance of the service, whichever is the earlier.

3.3 Subsidiary agreements, as well as telephone or verbal amendments and additions to orders already confirmed, must be confirmed in writing by MICROSENS in order to become effective.

4. Prices, terms of payment

4.1 Orders for which no prices have been agreed shall be invoiced at the list prices valid on the day of delivery.

4.2 Unless otherwise stated in the order confirmation, the prices shall apply "ex works or ex warehouse", excluding packaging, transport costs, transport insurance requested by the Buyer as well as assembly and operating materials. These shall be invoiced separately.

4.3 Statutory value added tax is not included in our prices; it will be shown separately on the invoice at the statutory rate applicable at the time of the actual performance of the service.

4.4 If the circumstances on which the pricing is based, in particular currency parities or state/official taxes, levies, fees, customs duties, etc., change between the time of the offer and the agreed delivery date, we shall be entitled to adjust prices and conditions to the changed circumstances.

4.5 The purchase price is due for payment net within 30 days of the invoice date, unless expressly agreed otherwise. After the due date, interest on arrears amounting to 9% above the respective base rate p.a. shall be charged. We reserve the right to claim further damage caused by default.

5. Offsetting, retention

The Buyer is only entitled to set-off as far as his counterclaims are undisputed or have been legally established and do not result from the same legal relationship as our claim. The Buyer is only entitled to assert rights of retention on the basis of counterclaims from the same legal relationship.

6. Delivery

6.1 A delivery requires the timely and proper fulfilment of the Buyer's obligations. The defence of non-performance of the contract remains reserved.

6.2 In the event of default in acceptance or other culpable breach of duties to cooperate on the part of the Buyer, we shall be entitled to claim compensation for the resulting damage, including any additional expenses. We reserve the right to assert further claims. In such cases, the risk of accidental loss or accidental deterioration of the goods shall pass to the Buyer at the time of the default in acceptance or other breach of duties to cooperate.

6.3 If a change in governmental or official import conditions prevents delivery, we are entitled to withdraw from the contract. In such a case, we shall, at the request of the Buyer, conclude a new contract with the Buyer adapted to the changed conditions.

6.4 The Buyer is entitled to claim compensation for delays for which we are demonstrably responsible, provided that he can prove that he has suffered a loss. If the Buyer is helped out by timely replacement, the claim shall not apply. The compensation shall amount to a maximum of 0.5% from the end of the second week of the delay for each full week of the delay, but in total not more than 5% of the price for that part of the deliveries which cannot be used for the intended purpose due to the delay. All further claims arising from delay are excluded.

7. Transfer of risk, shipment

7.1 The risk of accidental loss or accidental deterioration of the goods shall pass to the Buyer when the goods are made available for collection, at the latest when they are loaded onto the means of transport.

7.2 Unless otherwise agreed, delivery shall be made at the discretion of MICROSENS from the domestic location or from the foreign distribution warehouse.

7.3 Unless otherwise instructed by the Buyer, MICROSENS shall determine the mode and route of transport.

8. Retention of Title

8.1 The goods remain the property of MICROSENS until all payments arising from the business relationship have been received in full. In the event of any breach of contract by the Buyer, including default in payment, we shall be entitled to take the goods back.

8.2 For the duration of the retention of title, the Buyer must treat the goods with care, insure them adequately at his own expense against theft, breakage, fire, water and other typical risks and, if necessary, maintain them at his own expense.

8.3 Unless the purchase price has been paid in full, the Buyer must inform MICROSENS immediately in writing if the goods are encumbered with the rights of third parties or exposed to other interventions by third parties.

8.4 The Buyer is entitled to resell the goods subject to retention of title in the ordinary course of business. In this case, however, the Buyer hereby assigns to MICROSENS all claims arising from such a resale, irrespective of whether it takes place before or after any processing of the goods delivered under retention of title. Notwithstanding the authority to collect the claim himself, the Buyer shall remain entitled to collect the claim even after the assignment. In this context, we undertake not to collect the claim as long as and provided that the Buyer meets his payment obligations, no application for the opening of insolvency or similar proceedings has been filed and there is no suspension of payments.

8.5 If the above mentioned securities exceed the claims to be secured by more than 10%, we are obliged to release the securities at our discretion at the request of the Buyer.

9. Software

9.1 MICROSENS software may also be subject to licence conditions. In any case, it is licensed and transferred exclusively in object code.

9.2 The maximum number of products, systems, devices or hardware on which or with which MICROSENS software may be used corresponds to the number of corresponding MICROSENS software licences available to the Client. In no event may the Client use the MICROSENS software on or with more products, systems, devices or hardware than the number of MICROSENS software licenses available to the Client. Furthermore, the Client is not entitled to modify the source code of the MICROSENS software or to reverse engineer the MICROSENS software, unless this is permitted by mandatory legal requirements.

9.3 The MICROSENS software is protected by copyright. In the event of a breach of MICROSENS' copyright, e.g. an unauthorised modification of the MICROSENS software or a breach of clause 9.2, MICROSENS shall be entitled, inter alia, to injunctive relief and damages.

10. Warranty

10.1 The prerequisite for any warranty rights of the Buyer, which may exist both for defective hardware and defective software, is the Buyer's proper fulfilment of all inspection and complaint obligations owed pursuant to § 377 of the German Commercial Code (HGB).

10.2 Warranty claims may be asserted in writing within 12 months of the transfer of risk.

10.3 If, despite all due care and attention, the delivered goods show a defect which was already present at the time of the transfer of risk, we shall, at our discretion, remedy the defect or deliver goods free of defects. We shall always be given the opportunity to remedy the defect within a reasonable period of time. If the subsequent performance fails, the Buyer may - without prejudice to any claims for damages - withdraw from the contract or reduce the purchase price.

10.4 In the event of withdrawal from a contract which also includes the delivery of software, the Buyer shall return the respective data carrier with the software as well as the associated documentation to MICROSENS. If the software is replaced in whole or in part within the scope of the warranty, the Buyer is obliged to demonstrably destroy the pre-print of the program or return it to MICROSENS.

10.5 Claims for defects shall not exist in the case of insignificant deviation from the agreed quality, in the case of insignificant impairment of usability, in the case of natural wear and tear and in the case of damage arising after the transfer of risk as a result of faulty or negligent handling, excessive strain or due to special external influences which are not

assumed under the contract. If the Buyer or a third party carries out improper repair work or modifications, there shall be no claims for defects for these and the resulting consequences.

10.6 Claims of the Buyer due to expenses required for the purpose of subsequent performance, in particular transport, labour and material costs, are excluded if such expenses are increased because the goods delivered by us have been transported to a place other than the Buyer's place of business, unless such transport is in accordance with their intended use.

11. Liability

11.1 MICROSENS shall be liable without limitation (a) in the case of wilful misconduct or gross negligence, (b) in the case of culpable injury to life, body or health, (c) in the case of strict liability prescribed by law (e.g. under the Product Liability Act) and (d) under a strict warranty.

11.2 In all other cases of negligence, MICROSENS shall only be liable in the event of a breach of obligations which make the performance of the contract possible in the first place and on the fulfilment of which the Buyer may therefore rely (essential contractual obligations). The liability for essential contractual obligations, with the exception of claims arising from default as set out in clause 6.4, is limited to the foreseeable damage typical of the contract, up to a maximum of 100% of the payment to be made by the Buyer. MICROSENS shall not be liable to the extent that material contractual obligations are not affected.

11.3 To the extent that liability is excluded or limited, this also applies to the personal liability of MICROSENS' employees, representatives, organs and vicarious agents.

12. Final provisions

12.1 All contractual agreements and supplements must be in writing to be effective.

12.2 Should individual provisions of these terms and conditions or of accompanying agreements be invalid in whole or in part, this shall not affect the validity of the remaining provisions or the remaining agreements.

12.3 The courts at the location of MICROSENS' registered office or, at our discretion, at the location of the branch office placing the order (within the meaning of § 21 of the German Code of Civil Procedure (ZPO) shall have exclusive jurisdiction to decide disputes concerning these terms and conditions and the underlying contract, unless otherwise agreed. The Buyer may also be sued at the court at his place of business.

12.4 The place of performance for our obligations is the factory/warehouse of MICROSENS where the ordered goods are located.

12.5 We are entitled to store personal data and to pass it on to third parties as far as this is necessary for the proper processing of business operations.

12.6 These terms and conditions and the entire legal relationship between us and the Buyer are subject to the laws of the Federal Republic of Germany (excluding the UN Convention on Contracts for the International Sale of Goods).