

General Terms and Conditions of Delivery

§ 1 General - Scope

1. Our General Terms and Conditions of Delivery (hereinafter "Terms of Conditions of Delivery") apply exclusively; we do not recognise any terms and conditions of the customer that conflict with, supplement or deviate from our Terms and Conditions of Delivery unless we have expressly agreed to their validity in writing. Our Terms and Conditions of Delivery shall also apply if we carry out the delivery to the customer without reservation in the knowledge of conflicting, supplementary or deviating terms of the customer.
2. All agreements made between us and the customer for the purpose of executing this contract are set out in writing in this contract. Our employees are not authorised to make verbal promises that go beyond the written contractual agreement.
3. Our Terms and Conditions of Delivery shall only apply to entrepreneurs within the meaning of Section 14 German Civil Code (BGB), legal entities under public law and special funds under public law.
4. Our Terms and Conditions of Delivery apply to all present and future business relations with the customer.

§ 2 Conclusion of contract; confidentiality

1. Our offers are subject to change. We reserve the right to make insignificant technical changes or other insignificant changes to the extent customary in the trade, provided and insofar as these do not lead to an impairment of the fitness for use or to a reduction in value.
2. If the order is to be qualified as an offer pursuant to Section 145 BGB, we may accept this within two (2) weeks of receipt by us, unless a different binding period is expressly stated.
3. Unless otherwise specified in our order confirmation, in the event of reference to a clause of the INCOTERMS, the INCOTERMS in the version valid at the time of conclusion of the contract shall apply.
4. We reserve the property rights and copyrights to illustrations, drawings, calculations and other documents. This also applies to such written documents which are designated as "confidential". The customer must obtain our express written consent before passing them on to third parties.
5. Furthermore, the customer is obliged to maintain confidentiality for the information provided to it by us within the framework of the business relationship - no matter in which form. The customer may not use it for purposes other than the contractual purposes and may not make it accessible to third parties without our prior consent. Insofar as we agree to a disclosure to a third party, the customer shall oblige the third party to maintain confidentiality in the same manner. The confidentiality obligation does not apply to information that is already publicly known, was obtained via third parties without breaching confidentiality obligations or which must be disclosed due to statutory provisions or official or court orders.
6. The customer is obliged to comply with the applicable data protection regulations.

§ 3 Prices - Terms of payment

1. Unless otherwise stated in the order confirmation, our prices shall apply "ex works" (EX WORKS in accordance with INCOTERMS).
2. We reserve the right to change our prices accordingly if, after conclusion of the contract, cost increases occur for reasons for which we are not responsible, in particular due to collective wage agreements or changes in the price of materials, and if, taking into account the development of all other cost items, these lead to a cost increase in relation to the entire product.

We will prove cost increases to the customer upon request. If this leads to a price increase which is unreasonable for the customer taking into account all circumstances and the interests of both parties, the customer shall be entitled to rescind from the contract. The rescission right must be exercised immediately after receipt of the notification.

3. Statutory value added tax is not included in our prices; it will be shown separately in the invoice at the statutory rate on the date of invoicing.
4. Unless otherwise stated in the order confirmation, the customer undertakes to pay the net purchase price (without deduction of discount) within 10 days of receipt of the invoice. After expiry of this period, the customer shall be in default of payment. The statutory rules concerning the consequences of default in payment shall apply.
5. The parties agree that invoices shall be sent exclusively electronically (as PDF by e-mail).
6. The customer shall only be entitled to rights of set-off or retention if its counterclaims have been legally established, are undisputed or have been recognised by us. This restriction does not apply to claims of the customer due to defects which are based on the same contractual relationship as our claim.
7. If, after the conclusion of the contract, it becomes apparent that the financial circumstances of the customer have deteriorated significantly and the fulfilment of our purchase price claim is therefore at risk, we shall be entitled to make the delivery dependent on an advance payment or the provision of security. If the customer does not comply with our request for an advance payment or provision of security within a reasonable period set by us, we are entitled to withdraw from the contract.

§ 4 Delivery and transfer of risk

1. Unless otherwise stated in the order confirmation, delivery "ex works" (EX WORKS according to INCOTERMS) is agreed.
2. However, if the goods are shipped to another destination at the request and expense of the customer (sale by delivery to a place other than the place of performance), we shall be entitled, unless otherwise agreed, to determine the type of shipment (in particular transport company, shipping route, packaging) ourselves. If the customer so desires, we shall cover the delivery with transport insurance; the costs incurred in this respect shall be borne by the customer.
3. The transfer of risk shall generally be determined in accordance with the selected INCOTERMS regulation. In the case of sale by delivery to a place other than the place of performance, the risk of accidental loss and accidental deterioration of the goods as well as the risk of delay shall already pass upon delivery of the goods to the forwarding agent, the carrier or any other person or institution designated to carry out the shipment. In the event of default of acceptance, the risk of accidental loss or accidental deterioration of the object of sale shall pass to the customer at the point in time at which the customer is in default of acceptance.

§ 5 Delivery time - Default in acceptance - Default in delivery

1. Compliance with deadlines for deliveries is subject to the timely receipt of all documents to be provided by the customer, necessary approvals and releases, in particular of plans, as well as compliance with the agreed terms of payment and other obligations by the customer. If these prerequisites are not fulfilled in time, the deadlines shall be extended until all these

obligations have been fulfilled; this shall not apply if we are responsible for the delay.

2. Compliance with our delivery obligation further requires the timely and proper fulfilment of the customer's obligations. We reserve the right to plead non-performance of the contract (Section 320 BGB).
3. Partial deliveries are permissible insofar as they are reasonable for the customer.
4. If dispatch or delivery is delayed at the customer's request after notification of readiness for dispatch, we shall be entitled to store the goods at the customer's expense and to demand a customary local storage fee for this purpose.
5. If the customer is in default of acceptance or culpably violates other duties to cooperate, we shall be entitled to demand compensation for the damage incurred by us in this respect, including any additional expenses. We reserve the right to assert further claims.
6. Events for which we are not responsible and which prevent us from fulfilling our contractual obligations in a timely manner, such as in particular (but not limited to) mobilisation, war, acts of terrorism, natural disasters, epidemics, pandemics, riots, strikes, lawful lockouts, legal or official orders or similar events of force majeure as well as virus and other attacks by third parties on our IT system, insofar as these occurred despite compliance with the usual care in the case of protective measures, entitle us to postpone delivery dates by the duration of the hindrance. We shall inform the customer of the occurrence of the impediment and its expected duration immediately after becoming aware of it.
7. Insofar as events within the meaning of the preceding clause 6 significantly change the economic impact or the content of the delivery obligation or have a significant effect on our business, the contract shall be adjusted appropriately by the parties in good faith. If such an event lasts longer than three months and an adjustment is not reasonable, each of the parties shall be entitled to rescind the contract. In the event of rescission, we shall immediately reimburse the customer for any consideration already paid.
8. Delivery is made subject to the reservation of correct and timely self-supply, insofar as the self-supply is a covering transaction congruent to the contract between us and the customer. In this case we are entitled to postpone the delivery dates accordingly. In the event of permanent non-delivery or a delay of more than three months, each of the parties shall be entitled to rescind the contract. We will inform the customer immediately about the non-delivery and refund the corresponding consideration to the customer without delay.
9. Insofar as we are liable in the event of a delay in delivery, our liability for damages in addition to performance (damage caused by delay) shall be limited to 5% of the contract price of the goods delivered late. This limitation of liability shall not apply if we or our vicarious agents are guilty of intent or gross negligence or if the claim is based on injury to body, health or life.

§ 6 Rescission

1. The customer may only rescind the contract within the framework of the statutory provisions if we are responsible for the breach of duty; in the case of defects (§ 7), however, the statutory requirements shall apply.
2. In the event of breaches of duty, the customer must declare within a reasonable period of time after our request whether it will rescind the contract due to breach of duty or insist on delivery.

§ 7 Liability for defects

We are liable for defects as follows:

1. The statutory provisions shall apply to the rights of the customer in the event of material defects and defects of title, unless otherwise stipulated below. The basis of the liability for defects is primarily the agreement made on the quality and the presumed use of the goods. All product descriptions and manufacturer's specifications which are the subject of the respective contract shall be deemed to be an agreement on quality. Only insofar as the quality has not been agreed, it shall be assessed in accordance with the statutory regulation pursuant to Section 434 (3) BGB whether a defect exists or not.
2. Claims for defects do not exist in the case of natural wear and tear or damage that occurs after the transfer of risk as a result of incorrect or negligent handling, excessive strain, unsuitable operating materials, defective construction work or due to special external influences that are not assumed under the contract. If improper modifications or repair work are carried out by the customer or by third parties, there shall also be no claims for defects for these and the resulting consequences.
3. The assertion of the customer's rights in respect of defects presupposes that the customer has duly complied with the inspection and notification obligations incumbent upon it under Section 377 of the German Commercial Code (HGB). Notifications of defects by the customer must be made in writing without delay.
4. In the case of notices of defects, payments may only be withheld by the customer to an extent that is in reasonable proportion to the material defects that have occurred.
5. If the notification of defects is unjustified, we are entitled to demand reimbursement of the expenses incurred by us from the customer, unless the lack of defectiveness was not recognisable to the customer.
6. The customer may not refuse to accept deliveries due to insignificant defects.
7. Insofar as a defect in the purchased item existed at the time of the transfer of risk and this was duly notified in good time, we shall be entitled at our discretion to subsequent performance in the form of rectification of the defect or delivery of a new item free of defects. We must be given the opportunity to rectify the defect within a reasonable period of time.
8. If we do not comply with our obligation to remedy defects, if subsequent performance fails or if it is unreasonable or impossible, the customer shall be entitled, at its option, to demand rescission of contract or a reduction in the purchase price. However, in the event of only an insignificant breach of duty, in particular in the event of only minor defects, the customer shall not be entitled to rescind the contract. Our liability to the customer for damages shall be governed by § 8 (Joint and Several Liability) of these Terms and Conditions of Delivery.
9. Any statutory recourse claims of the customer against us by way of supplier recourse in the event that the last contract in the supply chain is a consumer goods purchase (Sections 478, 474 BGB) or a consumer contract for the provision of digital products (Sections 445c p. 2, 327 para. 5, 327u BGB) shall remain unaffected.
10. Claims for material defects shall become statute-barred 12 months after delivery. This shall not apply insofar as longer periods are prescribed by law in accordance with Sections 438 para. 1 no. 2 (buildings and items for buildings), 478 para. 1, 445b para. 1 to para. 3 (right of recourse) and 634a para. 1 no. 2 (construction defects) BGB. In these cases, the statutory periods shall apply. In the case of claims based on culpable injury to life, limb or health and in cases of intent and gross negligence, the limitation period for material defect claims shall also be governed by the statutory provisions.

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§ 8 Liability

1. If the customer asserts claims for damages based on intent or gross negligence, including intent or gross negligence on the part of our representatives or vicarious agents, we shall be liable in accordance with the statutory provisions.
2. We shall also be liable in accordance with the statutory provisions if we culpably breach an essential contractual obligation (essential contractual obligations are those whose fulfilment is necessary to achieve the purpose of the contract and on whose fulfilment the customer has relied and was entitled to rely); in this case, however, liability for damages shall be limited to the foreseeable, typically occurring damage, provided that neither we nor our vicarious agents can be accused of intent or gross negligence.
3. Liability for culpable injury to life, limb or health shall remain unaffected; this shall also apply to liability based on the assumption of a guarantee of quality and to mandatory liability under the Product Liability Act.
4. Any further liability for damages than provided for above is excluded - regardless of the legal nature of the asserted claim. This applies in particular to claims for damages arising from culpa in contrahendo, from other breaches of duty or from tortious claims for compensation of property damage pursuant to Section 823 BGB.
5. The limitation according to clause 4 shall also apply insofar as the customer demands compensation for futile expenses instead of a claim for damages.
6. Insofar as our liability for damages is excluded or limited, this shall also apply with regard to the personal liability for damages of our employees, representatives and vicarious agents.

§ 9 Industrial property rights, use of software -

1. The goods delivered by us are subject to industrial property rights (e.g. patent rights, trademark rights and copyrights). In particular, delivered standard software and firmware embedded in delivered goods (together "Software") are legally protected. In the relationship between the parties, we are exclusively entitled to any copyrights, patent rights, trademark rights and all other industrial property rights to the Software as well as to other objects which we provide or make accessible to the customer. Insofar as third parties are entitled to the rights, we shall have corresponding exploitation rights. The customer undertakes to observe our industrial property rights as well as those of third parties when using the goods.
2. The customer is granted the non-exclusive, non-sublicensable and - unless otherwise agreed in these Terms and Conditions of Delivery - non-transferable right to use the Software with the agreed performance features in unchanged form. The right to use the Software is limited to the agreed period of time; in the absence of such an agreement, the right of use is unlimited in time. The Software may only be used simultaneously by a maximum number of natural persons corresponding to the licences purchased by the customer. The permissible use of the Software includes the installation of the Software, the loading into the working memory as well as the intended use by the customer. The number of licences (single or multiple licence) as well as the type and scope of use shall otherwise be determined in accordance with the contract. Under no circumstances shall the customer have the right to lease or otherwise sub-license the purchased Software, to publicly reproduce or make it accessible by wire or wireless means or to make it available to third parties against payment or free of charge. The transfer of the Software in source code or documentation shall require a separate written agreement and remuneration.

3. The customer shall only be entitled to decompile and reproduce the Software if this is provided for by law. However, this shall only apply on condition that we have not made the necessary information available to the customer upon request within a reasonable period of time.
4. The customer may create a backup copy of the Software exclusively for backup purposes if this is necessary to secure the agreed future use. The customer shall visibly affix the note "Backup copy" and a copyright notice "DETECTOMAT" to the backup copy created.
5. The customer is entitled to permanently transfer the acquired copy of the Software to a third party by handing over the contract and these Terms and Conditions of Delivery. In this case, the customer will completely give up the use of the Software, remove all installed copies of the Software from his computers and delete all copies located on other data carriers or hand them over to us, unless the customer is legally obliged to retain them for a longer period. Upon request, the customer shall confirm to us in writing the complete performance of the aforementioned measures or, if applicable, explain to us the reasons for longer retention. Furthermore, the customer shall expressly agree with the third party to observe the scope of the granting of rights in accordance with these Terms and Conditions of Delivery. A splitting of acquired licence volume packages is not permitted.
6. Insofar as the customer is provided with Software to which we only have a derived right of use (third-party software), the terms of use agreed between us and our licensor shall apply in addition and with priority over these Terms and Conditions of Delivery. If and to the extent that open source software is provided to the customer, the terms of use to which the open source software is subject shall apply in addition to and with priority over these terms of delivery. We shall point out the existence and the terms of use of third-party software and open source software provided and make the terms of use available upon request. In the event of a breach of these terms of use by the customer, our licensor shall also be entitled, in addition to us, to assert the resulting claims and rights in its own name.
7. The customer shall take suitable measures to secure the software and, if applicable, the access data for online access against access by unauthorised third parties. In particular, all copies of the Software and the access data shall be kept in a protected place. In addition, the customer shall ensure the regular backup of its programmes and data.

§ 10 Retention of title

1. We reserve title to the object of sale until receipt of all payments arising from the business relationship with the customer. Insofar as a current account relationship exists between the customer and us, the retention of title shall also apply to the respective recognised balance; the same shall apply insofar as a balance is not recognised but a "causal" balance is drawn.
2. If the buyer does not fulfil its contractual obligations, we are entitled to rescind the contract subject to the statutory requirements and to demand the return of the reserved goods.
3. The customer is obliged to treat the object of purchase with care; in particular, the customer is obliged to insure it adequately at replacement value against fire, water and theft damage at his own expense. If maintenance and inspection work is required, the customer must carry this out in good time at its own expense.
4. In the event of seizures or other interventions by third parties, the customer must notify us immediately in writing so that we can bring an action in accordance with Section 771 of the German Code of Civil Procedure (ZPO). Insofar as the third party is not in a position to reimburse us for the judicial and extrajudicial costs of an action pursuant to Section 771 ZPO, the customer shall be liable for the loss incurred by us.

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5. The customer shall be entitled to resell the object of sale in the ordinary course of business; however, the customer hereby assigns to us all claims in the amount of the final invoice amount (including VAT) of our claim accruing to the customer from the resale against its customers or third parties, irrespective of whether the object of sale has been resold without or after processing. The customer shall remain authorised to collect this claim even after the assignment. Our authority to collect the claim ourselves remains unaffected by this. However, we undertake not to collect the claim as long as the customer meets his payment obligations from the proceeds collected, is not in default of payment and, in particular, no application for the opening of insolvency proceedings has been filed or payments have not been suspended. If these requirements are no longer met, we may demand that the customer informs us of the assigned claims and their debtors, provides all information necessary for collection, hands over the relevant documents and informs the debtors (third parties) of the assignment.
6. The processing or transformation of the object of sale by the customer is always carried out for us. If the object of sale is processed with other objects not belonging to us, we shall acquire co-ownership of the new object in the ratio of the value of the object of sale (final invoice amount, one including VAT) to the other processed objects at the time of processing. In all other respects, the same shall apply to the object created by processing as to the object of sale delivered under retention of title.
7. If the object of sale is inseparably mixed or mingled with other objects not belonging to us, we shall acquire co-ownership of the new object in the ratio of the value of the object of sale (final invoice amount, including VAT) to the other mixed or mingled objects at the time of mixing. If the mixing or mingling takes place in such a way that the customer's item is to be regarded as the main item, it shall be deemed to be agreed that the customer transfers co-ownership to us on a pro rata basis. The customer shall hold the sole ownership or co-ownership thus created in safe custody for us.
8. The customer also assigns to us the claims to secure our claims against the customer which arise against a third party as a result of the connection of the object of sale with a plot of land.
9. If the retention of title or the assignment is not effective under the law in whose area the goods are located, the security corresponding to the retention of title or the assignment in this area shall be deemed agreed. If the cooperation of the customer is required for the creation of such rights, the customer shall be obliged, at our request, to take all measures at its own expense which are necessary for the creation and maintenance of such rights.
10. We undertake to release the securities to which we are entitled at the customer's request insofar as the realisable value of our securities exceeds the claims to be secured by more than 10 %; the choice of the securities to be released is ours.

§ 11 Support services - assistance

1. If - in addition to the delivery of the delivery items - we provide the customer with support and/or assistance in the installation/commissioning of delivery items, the liability limitations of §§ 7 and 8 shall apply accordingly.
2. The responsibility for the correct design, dimensioning and positioning of the purchased item for the customer's purposes rests solely with the customer. Unless otherwise agreed, we do not assume any advisory duties in this respect. The provision of general information does not constitute an advisory service on our part with regard to the requirements stated in sentence 1 and does not release the customer from its responsibility.

§ 12 Compliance with foreign trade regulations

1. The Parties are mutually obliged to comply with all economic sanctions, export control regulations and import restrictions under applicable German and EU law; this shall also apply with respect to applicable US and other national law, to the extent that German or European legal provisions do not conflict therewith ("Applicable Foreign Trade Law").
2. If a licence is required under the Applicable Foreign Trade Law for entering into the contract or performing a service owed under the contract, the entire contract shall be subject to the condition precedent that such a licence is granted.
3. If we have doubts regarding the relevance of restrictions under the Applicable Foreign Trade Law, we may obtain legally binding information from the competent authorities to dispel these doubts (e.g. blank notice). We shall not be liable for delays caused by the fact that a required permit or official information is issued late despite the submission of an application within a reasonable period of time. We are entitled, but not obliged, to take legal or extra-judicial action against negative decisions of the competent authorities or, in the event of an unreasonably long duration of the official procedure, to apply to the courts for legal protection.
4. The parties shall support each other ("duty to cooperate"), in particular in the procurement of all information and documents required for the examination of and compliance with the specifications and restrictions under the Applicable Foreign Trade and Law (e.g. for the purpose of applying for permits/obtaining other information from authorities or for the fulfilment of information obligations). The customer undertakes to submit all necessary information and documents in due time.
5. We are entitled to refuse deliveries and services as soon as we have knowledge or reason to believe that the customer is in breach of Applicable Foreign Trade Law. If the contract cannot be fulfilled definitively due to regulations of the Applicable Foreign Trade Law, either contracting party may withdraw from the contract in whole or in part without notice by written declaration to the other contracting party. In the event of rescission, the contracting parties shall be mutually obliged to return any performance already received, unless this is inadmissible under the Applicable Foreign Trade Law.
6. The customer shall indemnify us against all costs or other losses (in particular claims by third parties, fines, immaterial damages) resulting from the customer's non-compliance with the Applicable Foreign Trade Law and the provisions of this § 12, unless the customer proves that it is not responsible for the violation.

§ 13 Place of jurisdiction - Place of performance - Applicable law

1. Subject to the following provision under item 2, our registered office shall be the exclusive place of jurisdiction if the customer is a merchant, a legal entity under public law or a special fund under public law; however, we shall also be entitled to sue the customer at its registered office.
2. If the customer has its registered office outside the European Economic Area and Switzerland, all disputes arising out of and in connection with the contract shall, in deviation of para. 1, be finally settled under the Rules of Arbitration of the International Chamber of Commerce (ICC) by three arbitrators appointed in accordance with these Rules in the case of a value in dispute exceeding 100,000 euros and by one arbitrator appointed in accordance with these Rules in the case of a value in dispute up to 100,000 euros. The place of arbitration shall be Hamburg. The language of the arbitration shall be English.
3. If the customer is a merchant, a legal entity under public law or a special fund under public law and nothing to the contrary is stated in the order confirmation, our place of business shall be the place of performance.

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4. The law of the Federal Republic of Germany shall apply; the UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

§ 14 Binding nature of the contract

1. The remainder of the contract shall remain valid even if individual provisions are invalid. The statutory provisions shall apply in place of the invalid provision.
2. This shall not apply if adherence to the contract would constitute unreasonable hardship for one of the parties.

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