

# Terms and Conditions of Sale of Vision & Control GmbH

## I. Applicability, Quotation and Conclusion of Contract

- The following Terms and Conditions of Sale, Delivery and Payment (hereinafter referred to as the Terms and Conditions) apply to all the business relationships with our business partners and buyers (hereinafter referred to as the Buyer).  
The Terms and Conditions only apply if the Buyer is a trader (Section 14 German Civil Code), legal entity under public law or a separate property under public law.  
The Terms and Conditions apply in particular to contracts covering the sale and/or delivery of movables, regardless of whether the goods are produced by ourselves or bought in from sub-suppliers. As a framework agreement, the Terms and Conditions also apply to future business relationships with the same buyer without us having to refer to these again in individual cases.  
Our Terms and Conditions apply exclusively. Deviations from these Terms and Conditions and their regulations require an express, individual and written agreement. This applies in particular to the validity of the Buyer's General Terms and Conditions of Business.  
In turn, a digression can only be made from this written form clause if this is agreed to in writing. Verbal ancillary agreements are only binding for us if we confirm them in writing.  
The Buyer's General Terms and Conditions of Business shall also not become part of the contract as a result of us carrying out our delivery in full knowledge of the Terms and Conditions of the Buyer.
- Our quotations are subject to change without notice and are non-binding. This also applies if we have given the Buyer catalogues, technical documents, product specifications or other documents, including in electronic form, to which we reserve the right of property and copyright.

## II. Scope of Supply, Delivery Deadline

- Over-deliveries or under-deliveries that are commercially customary are permissible.
- Delivery deadlines and dates are only approximate unless a fixed deadline or a fixed date has been expressly agreed. Dates refer to the time of dispatch. The delivery period begins only after receipt of all required documents and official permits, if needed.
- Reasonable partial deliveries are permitted. In this case each partial delivery is deemed to be an independent transaction.
- In cases of force majeure or other disruptive events which are not foreseeable at the time the contract is concluded (e.g. operational malfunctions of all kinds, difficulties in procuring material or energy, transport delays, strikes, legal lockouts, shortage of labour, energy or raw materials, official measures as well as failure to deliver, incorrect delivery or untimely delivery by our suppliers) for which we are not responsible and that materially impede or make impossible our delivery or service, we are entitled to withdraw from the contract. In case of obstructions of temporary duration, our delivery deadlines are extended or delivery dates postponed by the period of time of the obstruction plus an appropriate lead time. If as a result of the delay it would be unreasonable for the Buyer to accept the delivery, the Buyer can withdraw from the contract by declaring this to us immediately in writing. In these cases, claims for damages are excluded.
- Compliance with the delivery deadline assumes the prior fulfilment of the Buyer's contractual duties, in particular of the agreed payment terms.

## III. Dispatch and Transfer of Risk

- Risk is transferred to the Buyer, even when freight-free delivery is agreed, when the goods are transferred to the transport company or carrier, but no later than when they leave our factory or warehouse. The deliveries are only insured against damage in transit if this is requested expressly by the customer and he must bear the costs of this. If dispatch is delayed for reasons for which we are not responsible, transfer of risk takes place when we announce that the goods are ready for dispatch. The Buyer bears the storage costs after transfer of risk.
- The methods of dispatch and packaging are as we see fit.

## IV. Price

Our prices apply to the scope of service and delivery listed in our order confirmations plus the statutory value added tax which applies at the time of delivery, exclusive of packaging, freight and insurance. Your accruing bank charges are not taken over by us.

## V. Terms of Payment

- Unless otherwise agreed, payments are to be made immediately after receipt of the invoice, with no deductions. The acceptance of cheques and bills of exchange does not represent final discharge of the payment obligation.
- Withholding of payments or offsetting of amounts owed against counterclaims is only permissible if the counterclaims are uncontested or have been determined as legally binding.
- If circumstances become known to us after the contract has been concluded, and regardless of whether they existed when the contract was concluded, that would reduce the creditworthiness of the Buyer, we are entitled, for this reason or other reasons, to make outstanding deliveries only against prepayment or provision of security.

## VI. Retention of Title

- Until all our present and future receivables ensuing from the contract of sale and a current business relationship (secured receivables) have been paid in full, we retain title to the sold goods.
- The goods which are subject to retention of title may not be pledged to third parties or placed in escrow before payment in full of the secured receivables. The Buyer must inform us in writing immediately if and to what extent the goods belonging to us are seized by third parties.
- If the Buyer acts in breach of contract, particularly if he fails to pay the purchase price due, we are entitled to withdraw from the contract in accordance with the statutory provisions and to reclaim the goods on the basis of the retention of title and the withdrawal. If the Buyer does not pay the purchase price when due, we may only enforce these rights if we have set a reasonable deadline beforehand for the Buyer to pay and he has failed to pay by the deadline or the setting of a deadline is unnecessary according to the statutory provisions.
- The Buyer is authorised to sell on and/or process the goods which are subject to retention of title during the ordinary course of business. In this case the following supplementary provisions apply:
  - The retention of title extends to the full value of the products ensuing from the processing, mixing or combining of our goods and we shall be deemed to be the manufacturer. If our goods are processed, mixed or combined with the goods of third parties who have retention of title, then we acquire co-ownership in the proportion of the invoice values of the processed, mixed or combined goods. In all other cases the same applies to the ensuing products as applies to the goods delivered subject to retention of title.
  - The amounts owed by third parties due to the resale of the goods or products are assigned to us as security by the Buyer as of now in total or to the extent of our possible co-ownership share pursuant to Subsection 4.1. above. We hereby accept the assignment. The Buyer's obligations referred to in Subsection 2. also apply, taking into consideration the assigned receivables.

- In addition to ourselves, the Buyer remains empowered to collect the receivables. We undertake not to collect the receivables if the Buyer has met his payment obligations vis-à-vis us, is not in arrears, no application has been filed for the institution of bankruptcy proceedings and if there is no other evidence that he is unable to pay. If however this is the case, we can demand that the Buyer informs us of the assigned receivables and the persons owing these, provides all information needed to collect these receivables, gives us the related documents and informs the debtors (third parties) of the assignment of debts.

- If the value of the securities exceeds our receivables by more than 20%, we will in this respect release securities of our choice if the Buyer so demands.  
Until transfer of ownership the customer must insure the delivered goods against theft, breakage, fire, water and other damages.

If we so request, the Buyer must inform us at any time of the whereabouts of the reserved goods and must supply us with information concerning the receivables ensuing from resale.

## VII. Warranty Claims by the Buyer

- Information in our price lists, brochures etc. serves to provide more detailed information about our products and approximately describe their quality and contains no guarantee of any kind. If there is no express written agreement to the contrary, the contractually agreed quality results exclusively from the respective text of our quotations, delivery notes and invoices as well as from the DIN standards which are relevant for our products. During the legally required period we guarantee freedom from material defects and deficiency in title. Unless something else is stipulated below, the statutory provisions apply to the Buyer's rights regarding material defects and deficiency in title.
- The Buyer has to carefully inspect our goods or services immediately after they are delivered or performed and must inform us in writing of recognisable defects immediately, of unrecognisable defects immediately after discovery, with concrete specification of the type and extent of the defects (see Sections 377, 381 German Commercial Code).
- In the case of justified complaints, we can repair or replace the item, at our option, within an appropriate period of time. If the repair or replacement is impossible or unsuccessful, the Buyer is entitled to reduce payment appropriately or to withdraw from the contract.

## VIII. Liability for Damages on account of Fault

- The liability on our part for compensation for damages, regardless of the legal basis - in particular also in the case of tort - to the extent that it depends on our own fault, is excluded or limited in accordance with the following provisions:
  - a) in the case of ordinary negligence on the part of our legal representatives, managers and other vicarious agents, we are not liable if significant contractual duties have not been violated;
  - b) in the case of gross negligence on the part of our non-management employees or other vicarious agents, we are not liable if significant contractual duties have not been violated;
  - c) in all other cases we are liable if we accept responsibility for the fault.
- If we are liable for compensation for damages for reasons pursuant to Subsection 1, this liability is excluded:
  - a) for damages that are remote,
  - b) for damages that are not foreseeable by us,
  - c) for damages that the Buyer can control.
- In all other cases our liability is limited to 10 times the amount charged for the goods or service.  
However this does not apply if we are liable due to an intentional fault or if significant contractual duties are violated by us.
- If in the Buyer's line of business it is customary for the Buyer to be insured against the risk that caused the damage, our liability is excluded even in the case of gross negligence, but not in the case of intention by members of executive bodies or by managers.
- These exclusions and limitations of liability apply to the same extent to our executive bodies, legal representatives, managers and non-management employees and other vicarious agents.
- If we negligently violate a significant contractual duty, our duty to compensate for material damage and personal injury is limited to the sum insured under our product liability insurance policy or our liability insurance policy. We are prepared to let the buyer or customer inspect the relative policy.

## IX. Use of Software

- If software is included in the scope of supplies, the Buyer is granted a non-exclusive right to use the delivered software including the relevant documentation. It is handed over for use on the delivered object intended for this.
- The Buyer may only duplicate, revise, convert the software or change it from the object code to the source code to the extent that this is legally permissible (Sections 69a and following of the German Copyright Law). The Buyer undertakes not to remove or alter the manufacturer's details, particularly copyright statements, without the prior express approval of the supplier.
- All other rights to the software and documentation, including copies, remain with the supplier and/or the software supplier. The issuing of sublicences is forbidden.

## X. Breach of Third-Party Copyrights and Industrial Property Rights

It is incumbent upon the Buyer to check whether the documents provided by the Buyer violate any third-party rights, particularly copyrights, industrial property rights (registered designs, patents, utility patents, trademarks). If third parties make a claim against us relating to breach of copyright and/or breach of the German Law Against Unfair Competition, due to the use, exploitation or duplication of documents and drafts provided by the Buyer, then the Buyer must support us when defending these infringement of right claims and compensate us for any damages incurred (including lawyers' fees and costs of legal proceedings).

## XI. Advice

If we provide advice to our Buyer, we are only liable if the advice is in writing. The liability limitations apply in accordance with VIII. Liability for Damages on account of Fault.

## XII. Place of Performance, Place of Jurisdiction, Applicable Law

- The law of the Federal Republic of Germany applies to these Terms and Conditions and all the legal relationships between us and the Buyer, to the exclusion of all international and supranational contractual and legal systems, particularly the UN Sales Law.
- If the Buyer is a businessman within the meaning of the German Commercial Code, a legal entity under public law or a separate property under public law, the exclusive, including international, place of jurisdiction for all disputes arising directly or indirectly as a result of this contract is Suhl. We are however also entitled to institute legal proceedings at the Buyer's place of general jurisdiction.
- The place of performance for our deliveries and services is, for both parties, our place of business in Suhl.