



STANDARD SALES AND DELIVERY TERMS

der LUDWIG SCHNEIDER GMBH & Co. KG

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1. Applicability; Entering into an Agreement

1.1 Merchandise and services of whatsoever kind shall be provided to the Client exclusively under our Standard Terms and Conditions, which the Client accepts by placing an order or accepting a service, save as provided otherwise in our offer letter or order confirmation.

Contrary terms and conditions shall not apply, even if we do not object to them.

Our Standard Terms and Conditions shall apply to all future business relations, even if they are not expressly agreed upon again.

1.2 Offers from us are non-binding. No contract shall be formed until we have issued a written order confirmation or we have shipped ordered goods to the customer. The contents of order confirmations, delivery tickets, and other confirmatory writings from us shall be deemed to have been acknowledged by the Client as accurate unless the Client promptly objects in writing within no more than four (4) business days of receipt.

1.3 When a Client orders goods, the Client makes a binding declaration that he intends to place an order. We shall be entitled to accept the contract offer inherent in the order within two (2) weeks after receipt. Acceptance can be made either in writing or by delivery of the goods or works to the Client.

1.4 We reserve the right to make technically necessary or expedient changes to the products. Dimensions, illustrations, and drawings serve only to provide preliminary information to the Client and must be confirmed by us in writing in order to be binding. Information on features and capabilities of the products is for purposes of illustration and is not binding.

1.5 Unless otherwise expressly agreed in detail, the following shall apply, in the order indicated, to supplement the contents of the agreement: the stipulations and specifications in the offer letter, the construction plans and performance specifications, these Standard Terms and Conditions, and the general provisions of the Civil Code.

1.6 The agreement is entered into provided that we are supplied by our suppliers in a proper and timely manner. This shall apply only in the event we are not responsible for

2. Cost estimate/preliminary work

2.1 If the Client requests a binding price quote, there must be a written cost estimate. The work and the materials needed to manufacture the piece shall be listed in detail in the cost estimate, along with the price for each. The contractor shall be bound to this cost estimate until the expiration of a (4) week-period after it is made.

2.2 There shall be a charge for cost estimates, based on the agreement.

2.3 There shall also be a charge, based on the agreement, for preliminary work, such as preparing specifications, planning documents, plans, drawings, and models, ordered by the Client.

2.4 If an order is placed based on the cost estimate, any charges for the cost estimate and the costs of any preliminary work shall be set off against the invoice for the order.

3. Delivery

3.1 Delivery dates or periods shall be binding only if they are agreed upon with the Client or confirmed by us in writing. Delivery periods shall commence on the date the order is confirmed and after any technical questions have been clarified and documents, after plans that are to be provided by the Client have been received.

3.2 Unforeseeable events, such as *force majeure*, delivery or transport delays, or industrial disputes, shall release us from the duty to make timely delivery for their duration; to the extent we are not responsible for such events. Delivery periods shall be extended by the duration of the disruption. If the disruption lasts for more than six (6) months, either Party may rescind the agreement. The Client shall have no claim to damages in this regard.

3.3 If we default, the Client shall not be entitled to rescind the agreement until it has given a warning and set a reasonable deadline for performance or cure. Damage claims shall be excluded, unless otherwise provided under these Terms and Conditions.

3.4 If the Client is in default in accepting delivery or if the Client is otherwise at fault for a delay in dispatching the goods, we shall be entitled to store the products at the Client's risk and expense.



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the non-delivery, particularly if we have executed proper covering transactions with our supplier. The Client shall be promptly informed that the service is not available. The consideration shall be promptly refunded.

3.6 The risk of accidental loss and accidental deterioration of the merchandise shall pass to the Client with transfer of possession or (for sales shipments) with delivery of the item to the shipper, carrier, or other person or institution intended to ship the merchandise. It shall be the equivalent of delivery of possession if the Client defaults in accepting the merchandise.

3.7 We are entitled to partial deliveries and on excess and short deliveries +/- 10%. As long as the Client is in default on any debt arising from our business relationship, our obligation to deliver shall cease. For call orders the overall amount has to be removed within 12 months.

3.8 Unless otherwise agreed, our goods and services shall be deemed to have been accepted when used (at the latest). We shall be entitled to demand that partial deliveries be accepted.

4. Prices and payment terms

4.1 All prices shall be calculated in accordance with the price list in effect when the order is confirmed, unless otherwise agreed or unless indicated directly on the order confirmation. All prices are ex warehouse plus transportation and transportation insurance expenses and value-added tax. If more than 4 months have passed between conclusion and delivery, we are entitled in the context of reasonable discretion, to demand a surcharge according to our cost increase until delivery.

4.2 Unless otherwise agreed, the Client shall make payment net within thirty (30) days of invoicing or within eight (8) days at a 2% discount.

4.3 For payments by bank transfer, check or change the value date shall be deemed key date of receipt. Cheques and drafts are accepted by us only by special agreement and only way of performance of all the checks and bill charges.

4.4 If the Client exceeds the period of time allowed for payment, we reserve the right to assert default damages. During the period of default, the Client's debt shall incur

3.5 After a deadline for accepting the products has been set and has expired without effect, we shall be entitled to rescind the agreement and demand damages in lieu of performance. Our further rights shall remain unaffected.

counterclaim is based on the same contractual relationship.

4.7 The Client shall have the right of setoff only if his counterclaims have been determined to be final and absolute by a court of law or have been recognized by us. The Client can exercise a right to withhold payment only if his counterclaim is based on the same contractual relationship.

4.8 If the design, execution, or dimensions of the item are changed with respect to our offer or confirmation letter, whether it is at the Client's request, due to technical requirements or unforeseen difficulties or other circumstances that are beyond our control, we shall be entitled to charge the additional expense to the Client.

4.9 Our claims for payment shall become time-barred in five years.

5. Reservation of title

5.1 With respect to agreements with contractors, we reserve title to the merchandise until all debts arising out of our ongoing business relationship have been paid in full.

5.2 The Client shall handle the merchandise with care. If maintenance and inspection work is necessary, the Client shall perform it regularly at his own expense. The Client shall promptly report any seizure of the merchandise by third parties, e.g. in the event of attachment, or any damage or destruction of the merchandise. The Client shall promptly report to us any change in possession of the merchandise and any change of residence on his own part. If the Client violates the agreement, particularly by defaulting on payment or violating any duty under these Terms and Conditions, we shall be entitled to rescind the agreement and demand the return of the merchandise.

5.3 The Client may only dispose of the products in the normal course of business and provided the Client agrees to a corresponding reservation of title. To this end, the Client here and now assigns to us all resulting receivables in the amount of the receivables outstanding from us and all rights arising from the reservation of title. The power hereby granted to the Client is revocable. We reserve the



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interest at a rate eight percent (8%) above the base interest rate. We reserve the right to assert and prove higher default damages against the contractor.

4.5 If the Client fails to meet its payment obligations in accordance with the agreement, or suspends payment, or if we become aware of other circumstances that call the Client's creditworthiness into question, we shall be entitled to call in the entire remaining debt and to demand payment in advance or the furnishing of security. In such an event, we shall also be entitled to rescind the agreement without setting a deadline for compliance to the extent the agreement has not yet been fulfilled.

4.6 The Client shall have the right of setoff only if his counterclaims have been determined to be final and absolute by a court of law or have been recognized by us. The Client can exercise a right to withhold payment only if his The same shall apply if the goods are mingled with articles that are not owned by us.

5.5 If the value of our collateral exceeds the face value of the outstanding receivables by more than ten percent (10%), we shall release collateral upon request.

5.6 The Client is obligated to adequately insure the products supplied under a reservation of title, or the articles arising through combination, mingling, or processing, against all typical risks, including but not limited to fire, burglary, and water hazards, and to handle the products or articles with due care.

6. Warranty

6.1 The Client must inspect the delivery immediately upon receipt and promptly notify us in writing with respect to any objections and any patent or latent defects, no later than one (1) week after receipt or detection. The Client shall lose his warranty and compensation claims regarding the absence of warranted qualities unless the Client inspects the delivery immediately upon receipt but no later than prior to the handling, processing, consumption, use, installation, or transfer to a third party, and unless the Client notifies us in writing as to any objections within one (1) week. Following the expiration of these periods, all warranty and compensation claims shall be excluded. Timely dispatch shall suffice for purposes of observing the aforementioned periods. The burden of proof shall rest entirely with the Client for all claims-related requirements, and specifically for the defect itself, for the time of detection of the defect, and for timeliness of notice of the defect.

6.2 We warrant our products against defects either by cure of the same or by remanufacture, at our option. Replaced

right to collect the receivable ourselves as soon as the contractor ceases to duly fulfil its payment obligations and defaults in making payments.

5.4 In the event of the processing or combination of the products, the Client here and now transfers title to us as collateral in the amount of the price of the reserved products and shall keep the articles in safe custody for us at no charge. The Client shall assume the handling or processing of the reserved products on our behalf but without our incurring any obligation as a result. Should the reserved products be processed in conjunction with articles that are not owned by us, we shall acquire joint title to the new article based on the value of the product supplied by us in proportion to other processed articles.

There shall be no warranty claim if the supplied products are defective because of faulty maintenance or cleaning, damage, or improper use, handling or repair.

Warranty and compensation claims against us for third-party goods or products that are combined with our goods and services or are used in combination with the same are hereby excluded, and we shall assign to the Client any liability claims we hold against the supplier of the third-party delivery.

Unless otherwise agreed, we do not warrant the operability of our goods and services insofar as the Client combines them with any third-party product or operates them in conjunction with the same. If in a multi-part delivery only individual parts are defective, the customer's claims against us are limited only to these parts. The warranty period shall be one year after delivery. This does not apply if the customer has not notified us about the defect in time (Paragraph 1 of this provision).

6.3 If we are not responsible for the breach occurring in a defect, the Client is not entitled to rescind the agreement. The short limitations period shall not apply if we may be held liable for gross negligence or in the case of any bodily injury or injury to health that is attributable to us, or in the event of the loss of the Client's life.

6.4 The foregoing shall also be without prejudice to our liability under the Product Liability Act.

6.5 In the event of the fraudulent concealment of defects or the granting of a warranty of quality, no other claims shall be affected. The Client shall receive no warranty from us in the legal sense.



parts shall become our property insofar as they were not already owned by us. If we genuinely and definitively refuse to effect performance, refuse to remove or cure the defect because of unreasonable costs, or if the cure proves unsuccessful or is unacceptable to the Client, the Client may, at his option, only demand a reduction of our fees ("reduction") or rescission of the agreement ("rescission") and compensation, subject to the limitation on liability, in lieu of performance.

However, in the event of a merely minor breach of contract, specifically in the case of merely slight defects, the Client shall have no right of rescission.

Furthermore, if the Client, because of a defect in title or in material, elects to rescind the contract after cure has proven unsuccessful, the Client shall have no right to compensation for the defect. If the Client elects compensation after cure has proven unsuccessful, the product shall remain in the Client's possession if this arrangement is acceptable to the Client. The compensation shall be limited to the difference between the sales price and the value of the defective article. This provision shall not apply if we fraudulently caused the contractual breach.

7.2 With regard to companies, we are liable for ordinary negligence in essential contractual obligations.

7.3 The foregoing limitations on liability shall not affect any claims of the Client based on product liability. Furthermore, the limitations on liability shall not apply in the case of any bodily injury or injury to health that is attributable to us, or if the Client should lose his life and such loss is attributable to the contractor.

7.4 It is pointed out that application-related parts of our instruments are filled with mercury and that mercury may be harmful. The Client is therefore obliged in its own responsibility to check goods delivered to him for glass breakage or otherwise leaking mercury and then also to its customers, if not expressly indicated otherwise. Any liability for violation of these obligations is excluded.

8. Property Rights

8.1 The Client shall immediately notify us of claims asserted by third parties due to the infringement of intellectual property rights by the delivered products. As far as we produce on behalf of and according to specifications of

6.6 To the extent permitted by law, any other claim, in particular concerning consequential losses, are excluded. To the extent permitted by law, all compensation claims, even based on affirmative breach of contract, tortious acts, and in particular based on product liability or other legal grounds, may only exist against us in the event of wrongful intent or gross negligence. We shall be liable for ordinary negligence if material contractual duties have been breached and the breach is attributable to our business organization. Such claims shall become time-barred in six (6) months, and the relevant periods of limitation shall begin upon delivery.

If the Contractor has an obligation to maintain spare parts for our, such an obligation is limited to a period of 5 years after delivery.

6.7 Unless otherwise provided in these Terms and Conditions, all other claims are excluded.

7. Liability

7.1 We shall not be liable for breaches of duty resulting from ordinary negligence. Furthermore, our liability is limited to the average loss that is foreseeable, typical of the contract and direct based on the type of work. This shall also apply in the case of breaches caused by the ordinary negligence of our legal representatives or our agents.

may also sue the Client in his general place of jurisdiction. The same shall apply if the Client has no general place of jurisdiction in Germany or if his domicile or usual place of abode is unknown at the time of filing the action.

9.5 The Client acknowledges that his personal data shall be recorded and processed to the extent commercially necessary in the course of our business. The Client hereby grants his consent for this purpose and is deemed to have been given notice pursuant to § 33 par. 1 of the Federal Data Protection Act.

10. Special conditions for calibration

10.1 All calibration orders placed with us by the Client are carried out solely on the basis of the following terms and conditions which the Client expressly acknowledges with his order placement. In addition our general conditions of sales and delivery shall apply, the validity of which the Client has also expressly recognized with the order placement and which are available at www.kalibrierlabor.org, to be downloaded. We will gladly send them by mail on request. If contradictions emerge, at first the following rules, and then our general delivery and sales and then the respective legal regulation shall apply.



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the Client, the Client is responsible for ensuring that products does not infringe upon the rights of third parties. The Client shall indemnify us from claims by third parties.

8.2 The Client shall provide the necessary assistance to us in defending his property rights.

8.3 If rights of third parties prevent the Client from using the products delivered, we will grant him – at his choice - the right to use the products or have them replace by other products that do not infringe third party rights.

9. **General provisions, miscellaneous**

9.1 Any and all changes and additions to the agreement and to these Terms and Conditions must be made in writing in order to be valid.

9.2 If any of the foregoing provisions is found to be void or invalid, this shall not affect the validity of the remaining provisions. If any provision of these contractual Terms and Conditions is found to be invalid, such provision shall be replaced, taking into account the remaining provisions hereof, by a valid provision that most closely approximates the economic purpose of the invalid provision.

9.3 The legal relationship between the Client and us shall be governed by the laws of the Federal Republic of Germany exclusively. Application of international conventions on the cross-border sale of goods is excluded.

9.4 If the Client is a merchant as defined in the Commercial Code, a legal entity under public law, or a special fund under public law, the Parties agree that the exclusive place of jurisdiction for all disputes arising, whether directly or indirectly, out of the agreement shall be our commercial domicile, with the understanding that we

10.2 The Client is obliged to send to us the identified devices at his own risk in suitable packaging. He has to insure the supply on his own responsibility both for the outward and for the return transport against any damages or loss. If we notice damage to the packaging in supply of the identified equipment and / or on the identified device we shall notify the Client accordingly. We are only obliged to visual inspection.

10.3 The identified devices must be thermally suitable for the calibration process. We are not obliged to check equipment provided to us upon such suitability. This is the own responsibility of the Client. Any liability for damages due to incorrect information provided by the Client in the context of the calibration via the provided equipment, or by pre-damages on the devices is excluded. Insofar as devices that are left to us for calibration are damaged due to incorrect information provided by the Client or other of damage is occurring during calibration for that reason, any liability towards the client for the supplied device is excluded. We have the right to claim for damage caused to the Client through such a device in our test equipment.

10.4 Once the calibration is a service, complaints and other claims in connection with the calibration performed can be accepted and processed by us only if the Client immediately notify us upon return of the equipment if the complaint or the defect is visible, otherwise immediately after discovery. No claims can be asserted against us by expiry of a 6 months period after the return of the equipment and the issue of the calibration certificate be accepted and processed by us only if the Client immediately notify us upon return of the equipment if the complaint or the defect is visible, otherwise immediately after discovery. No claims can be asserted against us by expiry of a 6 months period after the return of the equipment and the issue of the calibration certificate.