

## **General Sales and Delivery Conditions** **EP Ehrler Prüftechnik Engineering GmbH**

### **I. General information**

These conditions apply exclusively to business transactions with companies; the statutory provisions of sales law apply to consumers.

The following conditions apply exclusively to all offers, sales, and deliveries. By placing an order, the customer declares their full agreement with these conditions. Any deviating conditions are valid only if they have been separately agreed to and confirmed in writing by the supplier. Changes to individual conditions shall not affect the remaining conditions. Any confirmations to the contrary by the customer referring to the validity of its General Terms or Purchasing Conditions are hereby rejected. Rights and obligations resulting from the purchasing agreement may not be transferred to other parties without the express approval of the supplier. Unless otherwise agreed, these conditions apply to all current and future business transactions, even if they are not specifically referred to in an individual order which is issued within the framework of an existing business relationship.

These conditions shall also be effective through acceptance of the deliveries. You can view the current version of this document at [www.ep-e.com](http://www.ep-e.com) and download it as a file.

### **II. Prices and payment**

1. Unless otherwise agreed, the prices shall be prices ex works, including loading in the plant, but not including packaging and unloading. VAT shall be added to the prices in the current statutory amount.

Any increases in the wages, raw materials prices, freight, taxes, customs, duties, or other charges which underlie the pricing calculation, or any new such charges which come into force between the conclusion and delivery, shall entitle the supplier to increase prices appropriately, insofar as this is permitted by law.

2. Unless otherwise agreed, the payment must be made to the supplier's account without deductions, as follows:

50% advance payment after receipt of the order confirmation,  
50% before delivery.

3. The customer shall have the right to withhold payments or offset them against counter-claims resulting from other legal relationships only if their counter-claims are undisputed or have been deemed valid in a court of law.

### **III. Delivery time and delivery delays**

1. The delivery time shall be based on the agreement between the contractual parties. For the supplier to comply with this delivery time, all commercial and technical questions between the contractual parties must be clarified, and the customer must have fulfilled all of the obligations to which it is subject, such as providing the necessary official certifications or approvals, or making an advance payment. If this is not the case, the delivery time shall be extended accordingly. This shall not apply if the supplier is responsible for the delay.
2. Our compliance with the delivery time shall be conditional upon our receiving timely and correct deliveries from our own suppliers. The supplier shall provide notification of any apparent delays as soon as possible.
3. The delivery time is considered complied with if the delivered goods have left the supplier's plant by the end of this time, or if the supplier has reported that they are ready to ship. If acceptance is required, then the acceptance deadline is decisive – except in cases of legitimate refusal of acceptance – or alternatively a notification that the goods are ready for acceptance.
4. If shipping or acceptance of the delivery objects are delayed for reasons for which the customer is responsible, then the customer shall be charged any costs resulting from the delay, starting one month after notification is sent

that the goods are ready for shipping or acceptance.

5. The delivery time shall be extended accordingly in case of force majeure, labour disputes, or other events which are outside of the supplier's sphere of influence. The supplier shall inform the customer of the start and end of such circumstances as soon as possible.
6. The customer can withdraw from the contract without notice if it becomes impossible for the supplier to complete all of its services before the transfer of risk. The customer can furthermore withdraw from the contract if it is impossible to carry out part of an order, and the customer has a legitimate interest in refusing a partial delivery. If this is not the case, then the customer shall pay the contractual price for the partial delivery. The same applies in case of incapacity on the part of the supplier. Section VII.2 also applies.

If the supplier becomes incapacitated or the delivery becomes impossible while the customer is in default of acceptance, or if the customer is solely or primarily responsible for these circumstances, then the customer remains obligated to provide the return payment.

7. The customer is entitled within the framework of the law to withdraw from the agreement after requesting the supplier to complete its services two times following the due date and with a reasonable notice period, without success.

Further claims resulting from a default of delivery shall be determined exclusively in accordance with section VII.2 of these conditions.

#### **IV. Transfer of risk and acceptance**

1. The risk shall be transferred to the customer once the delivery objects have left the plant, even if partial deliveries are made or if the supplier has also agreed to provide other services, such as paying the shipping costs, or delivery and setup. If acceptance is required, then this shall be decisive for the transfer of risk. Acceptance must be completed promptly by the defined acceptance deadline, or alternatively after the supplier provides notification that goods are ready for acceptance. The customer may not deny acceptance due to insignificant defects. The supplier is entitled to request partial acceptance, depending on the progress of the project.

Acceptance must be granted in any case if the technical data provided in a technical / requirement specification are fulfilled. Acceptance must be logged by the supplier, and any defects logged must be corrected by the supplier within a reasonable time period. If the goods are used, this will also take the place of acceptance.

2. If shipment or acceptance are delayed or not completed due to circumstances for which the supplier is not responsible, then risk shall be transferred to the customer from the date on which the supplier provides notification that the goods are ready for shipment or acceptance. The supplier hereby undertakes to conclude the insurance policies which the customer requests, at the customer's cost.
3. Partial deliveries are permitted insofar as they are reasonable for the customer.

#### **V. Retention of ownership**

1. The supplier shall retain ownership of the delivery objects until all payments are received – including for any additional ancillary services owed – under the delivery contract.
2. The customer may not pledge the delivery objects or transfer them as a security. The supplier must promptly inform the customer if the goods are pledged or seized, as well as of any other disposal by third parties. As a precaution, if goods are sold to other parties, then an extended retention of ownership is agreed; the customer hereby already assigns all claims resulting from the further sale and all ancillary rights against the third-party debtor to the supplier up to the amount of the invoice, with the right to collect a portion of the claim. The supplier hereby accepts the assignment.

3. If the customer engages in any conduct which violates the contract, in particular by falling into default of payment, the supplier is entitled to take back the delivery objects following a warning, and the customer is obligated to provide them.
4. The supplier can only demand return of the delivery objects if it has withdrawn from the contract, due to the retention of ownership.
5. If a motion is made to open insolvency proceedings against the assets of the customer, then the supplier shall be entitled to withdraw from the contract and request the immediate return of the delivery objects.

## **VI. Defect claims**

The supplier shall be liable for defects in the delivery, excluding further claims – and conditional on section VII – as follows:

### **Material defects**

1. In case of material defects that were already present at the time of transfer of risk, but only became apparent after handover of the delivery objects or acceptance, the supplier is entitled to repair the parts or replace them with parts that are free from defects within a reasonable time period. The supplier must be notified promptly and in writing if such defects are found.

The customer shall only have the right to correct the defects itself or have them corrected by third parties and request reimbursement from the supplier for the necessary expenses in urgent cases, in which operational safety is endangered, or in order to avoid unreasonably high damages, of which the supplier must be informed immediately.

2. If the complaint proves legitimate, the supplier shall bear the direct costs for repairs or the replacement delivery, including shipping. Furthermore, it shall bear the costs for removal and installation of defective parts, and the costs for any necessary provision of installers and assistants, including travel expenses, as long as this would not unreasonably burden the supplier. The supplier shall furthermore reimburse the customer for its expenses related to recourse claims in the supply chain within the scope of its legal obligations for newly manufactured objects purchased.
3. Under the law, the customer is entitled to withdraw from the contract if it provides the supplier with a reasonable deadline to correct the material defect or provide a replacement delivery two times, and the supplier fails to meet these deadlines – in consideration of the exceptions outlined in the law. If the defect is not significant, the customer shall only have the right to reduce the contractual price. Any right to reduce the contractual price shall otherwise be excluded.
4. Further claims shall be determined only on the basis of section VII. 2 of these conditions.
5. No liability shall be accepted in the following cases, in particular:  
Improper or unintended operation, incorrect assembly or commissioning by the customer or third parties, natural wear and tear, incorrect or negligent handling, improper maintenance, improper operating materials, physical, chemical, electro-chemical, or electrical influences – if they are not the responsibility of the supplier.
6. If the customer or a third party corrects the issue in an improper manner, then the supplier shall not be liable for any resulting consequences. The same applies to changes made to the delivered goods without the prior approval of the supplier.

### **Defects of title**

7. If use of the delivery objects results in a violation of domestic industrial property rights or copyrights, then the supplier shall generally ensure the customer has a continued right to use the objects at its own cost, or modify the

delivery objects in a manner that is reasonable for the customer and in such a way that they no longer violate the property rights.

If this is not possible at economically reasonable conditions or within a reasonable time period, then the customer is entitled to withdraw from the contract. The supplier also has the right to withdraw from the contract under the conditions indicated.

8. The above obligations of the supplier are exclusive for violations of property rights or copyrights, conditional on section VII.2.

They exist only if:

- the customer promptly informs the supplier of any violations of property rights or copyrights that are asserted,
- the customer supports the supplier appropriately in defending against the asserted claims, or the supplier makes it possible to carry out the modification measures  
according to section VI. 7,
- the supplier reserves the right to take all preventative measures, including extra-judicial regulations,
- the defect of title is not based on an instruction from the customer, and
- the legal violation was not caused by the customer independently modifying the delivery objects or using them in some manner contrary to the contract.

#### **VII. Liability of the supplier, exclusion of liability**

1. If the delivery objects cannot be used by the customer in accordance with the contract due to the supplier culpably providing incorrect suggestions or advice, or failing to provide suggestions or advice, either before or after the contract was concluded, or due to the culpable violation of other ancillary contractual obligations – in particular instructions for operating and maintaining the delivery objects – then the regulations of sections VI and VII.2 apply, excluding further claims of the customer.
2. The supplier shall only be liable for damages that have not occurred to the delivery objects themselves – regardless of the legal grounds – only in cases of
  - a) intentional action,
  - b) gross negligence on the part of the owner / official bodies or executive employees,
  - c) culpable injuries to life, body, or health,
  - d) defects which it intentionally concealed,
  - e) within the framework of a warranty,
  - f) for defects in the delivery objects if it is liable under the Product Liability Act for personal injury or property damage to privately used objects.

If the supplier culpably violates significant contractual obligations, then it is liable even in case of gross negligence by non-executive employees and for slight negligence, although liability shall be limited in the latter case to the reasonably foreseeable damages that are typical for the contract.

Further liability for damages beyond that defined above shall be excluded – if this is permitted by law. In no case will liability extend beyond the statutory liability / statutory claims for damages.

#### **VIII. Limitation period**

All claims of the customer, regardless of their legal grounds, shall expire after 12 months. The statutory terms apply to claims for damages in accordance with section VII.2 a-d and f.

## **IX. Software usage, copyrights, e-commerce**

If there is software included in the scope of delivery, the customer shall obtain a non-exclusive right to use the delivered software and its documentation. It will be provided for use on the delivery objects intended for this purpose. Use of the software on more than one system is prohibited. The customer shall have no right to receive the source codes developed by the supplier.

The customer may only duplicate, revise, translate, or adjust the software for its own individual purposes within the scope permitted by law (Sections 69 a et seqq. UrhG (Copyright Act)). The customer hereby undertakes to not remove any manufacturer information – in particular copyright notices – or modify them without the prior express approval of the supplier.

The supplier shall retain all other rights to the software and documentation, including copies. Granting sub-licenses is not permitted. The supplier shall retain copyrights to the systems and solutions designed by it.

If the customer purchases products or services from the supplier via a website or another e-commerce process, the following regulation also applies:

The customer is responsible for ensuring the security of its password, and hereby recognises that purchases made under this password are binding for the customer.

After registration is completed, an order can be placed. When the customer enters their personal data and clicks the “Submit order” button in the final step of the ordering process, a binding order is placed for the goods in the shopping basket.

A confirmation that the order was received is sent directly after the order is submitted. The purchasing agreement shall generally only come into force when the order is confirmed by the supplier; however, goods are not sent until payment is received (advance payment or credit card payment). The order confirmation is sent electronically. The supplier is free to declare an order confirmation.

The supplier has taken all reasonable steps to ensure that all websites and access points are secure; however, the supplier hereby rejects any liability if the information on these websites and/or access points or transmitted by these websites and/or access points is misused by external parties that are not employees of the supplier. The customer hereby agrees to the supplier's use of cookies via the customer's website or other e-commerce processes.

## **X. Calibration orders**

The supplier maintains a calibration laboratory that is accredited by DAkkS in accordance with DIN EN ISO/IEC 17025. The accreditation is only valid for the scope of accreditation listed in the document attachment D-K-21444-01-00.

The calibration laboratory undertakes to treat customer data confidentially. Neither data provided by the customer nor data related to the customer (e.g. calibration results) generated within the scope of the calibration activity are passed on to third parties unless this is expressly required by legal requirements.

Service contract law applies to the completion of such orders. According to the regulations of the DAkkS, the contractor is obliged to maintain a complaints management system with regard to the validation, the investigation and the measures to be taken to remedy the situation. Complaints related to the execution of calibration orders should be addressed to the manager of the calibration laboratory.

## **XI. Applicable law, place of jurisdiction**

The law of the Federal Republic of Germany shall apply to these terms and conditions, and to all legal relationships between the supplier and customer, excluding the UN Convention on the International Sale of Goods. If permitted by law, Bad Mergentheim shall be the exclusive place of jurisdiction for all disputes arising from the contractual relationship. The place of fulfilment for delivery and payment is Niederstetten. If a provision of these terms and conditions is or becomes invalid, this shall not affect the validity of all remaining provisions or agreements. The same applies to any contractual omissions.