GST GmbH german sensor technology

Max-Eyth-Str. 51
71088 Holzgerlingen

T +49 (0)703 1-4600-0
F +49 (0)703 1-4600-900

info@gst-sensor.com
www.gst-sensor.com

General Terms and Conditions of Delivery, Service and Sale of GST GmbH german sensor technology

Status: 02.01.2023

1. Applicable terms and conditions, general terms

These terms and conditions apply to companies, legal entities under public law or special funds under public law (hereinafter referred to as the Buyer).

The following terms and conditions of delivery, performance and sale shall apply exclusively to all orders, offers, deliveries and services. The Buyer's terms and conditions of business shall not apply, even if we do not separately object to their validity. Deviating terms and conditions of the buyer shall only apply if they have been accepted in writing by GST GmbH german sensor technology (hereinafter GST).

2. Acceptance of an order, offers from GST GmbH

An order shall be deemed to have been accepted by GST when a written confirmation is given to the buyer or the delivery is tacitly executed. Offers by GST are also subject to change until a written order confirmation is issued. Any documents belonging to an offer, such as illustrations, technical drawings or technical data, do not constitute a warranty of characteristics, but merely identify the subject matter of the contract.

3. Pricing

Our prices are ex works or ex warehouse plus freight and the applicable value added tax.
Value added tax shall be charged separately at the statutory rate on the date of invoicing. VAT not included.

We shall charge the packaging customary for transport/shipping at cost price, unless otherwise agreed with the otherwise agreed with the buyer.

GST reserves the right to adjust prices after conclusion of the contract if changes in the price of materials occur which GST must prove.

4. Payment conditions

Our invoices are due for payment immediately (8 days net) and without deduction.

The buyer may only set off against our claims undisputed claims recognised by us and legally established or claims which are in a reciprocal relationship to our claim. The buyer is only authorised to exercise a right of retention insofar as his counterclaim is based on the same contractual

relationship.

Unless delivery has been made against cash on delivery or through the works or ex warehouse against immediate payment of the equivalent value, the invoice amounts are due immediately. For repairs, the costs incurred are due upon notification of completion and payable immediately net cash. A proper credit note can only be issued if the purchaser in each case states the customer and invoice numbers quoted on the invoice. In the event of late payment, GST reserves the right to charge interest on arrears, either, at GST's option, the statutory interest on arrears or interest at 2% above the standard bank interest rate for account credits.

5. Retention of title

The delivered goods shall remain our property (reserved goods) until final payment of all claims arising and accruing on the basis of the business relationship.

In the case of several claims or current account, the retention of title shall apply as security for the balance claim, even if individual deliveries of goods have already been paid.

In the event of conduct by the buyer in breach of contract, e.g. default in payment, we shall be entitled to take back the reserved goods after setting a reasonable deadline in advance. If we take back the reserved goods, this shall constitute a withdrawal from the contract. We shall be entitled to realise the reserved goods after taking them back. After deduction of a reasonable amount for the costs of realisation, the proceeds of realisation shall be set off against the amounts owed to us by the buyer.

In the event of access by third parties to the goods subject to retention of title, in particular seizure, the buyer shall point out our ownership and notify us immediately so that we can enforce our ownership rights.

The buyer is entitled to process and sell the reserved goods in the ordinary course of business as long as he is not in default. Pledges or transfers by way of security are not permitted. The buyer hereby assigns to us in full, by way of security, any claims arising from the resale or any other legal grounds (insurance, tort) in respect of the goods subject to retention of title. We revocably authorise the buyer to collect the claims assigned to us for his account in his own name. The authorisation to collect shall expire if the buyer does not properly fulfil his payment obligations, gets into payment difficulties, compulsory enforcement measures are taken against him or judicial insolvency proceedings are opened against his assets or the opening of such proceedings is rejected for lack of assets.

Processing or transformation of the goods shall always be carried out for us as manufacturer, but without any obligation for us. If the delivery items are processed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the delivery items to the other processed items at the time of processing. If the delivery items are combined or inseparably mixed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the delivery items to the other combined or mixed items. If the buyer's item is to be regarded as the main item when it is combined or mixed, it shall be deemed to be agreed that the buyer assigns to us co-ownership of the new item on a pro rata basis. The buyer shall keep the co-ownership thus created for us.

We are obliged to release the securities to which we are entitled insofar as the realisable value of our securities exceeds the claims to be secured by more than 10%; in this respect, we are responsible for selecting the securities to be released.

GST GmbH german sensor technology

Max-Eyth-Str. 51
71088 Holzgerlingen

T +49 (0)703 1-4600-0
F +49 (0)703 1-4600-900

info@gst-sensor.com
www.gst-sensor.com

6. Delivery time

Delivery dates can be agreed as binding or non-binding. They shall only be valid if they are specified in writing. Delivery periods begin with the conclusion of the contract.

The statutory provisions shall apply to delays in delivery. If the delay in delivery is only due to the breach of a non-essential contractual obligation, the buyer may claim liquidated damages in the maximum amount of 12 % of the value of the delivery. GST reserves the right to prove a lesser damage.

Force majeure and events which temporarily prevent GST, through no fault of its own, from delivering the object of sale on the agreed date or within the agreed period shall entitle GST to postpone the delivery for the duration of the hindrance plus a reasonable start-up period. If such situations lead to a delay in performance of more than four months, the buyer may withdraw from the contract. Other rights of withdrawal shall remain unaffected.

Insignificant changes in design or form as well as changes in the scope of delivery remain reserved during the delivery period, insofar as such changes or deviations are reasonable for the buyer.

7. Dispatch, packaging, transfer of risk

The type of packaging, mode of dispatch and dispatch route shall be determined by the seller unless a separate agreement has been made. Shipment shall be at the expense and risk of the buyer. If no special instructions are given by the buyer, we shall dispatch the goods by the route which we consider to be the best, without assuming responsibility for the cheapest and shortest transport.

Any risk shall pass to the customer as soon as the goods have been handed over to the forwarding agent or carrier. Insurance against transport damage shall only be taken out at the special request of the customer and shall be invoiced in any case.
In the case of shipment by the German Federal Railways or a carrier, the claim for compensation in the event of damage must always be made by the ordering party itself. The maturity of our payment claims remains unaffected by this.

8. Complaints

Any objections by the buyer regarding the quantity, weight and quality of the goods must be notified within eight days of receipt at the latest by returning the delivery note. Dimensions and illustrations in brochures, catalogues, etc. are not considered binding unless they are specified when the order is placed.

Complaints about invoices for a consignment must also be made within eight days of receipt of the invoice.

9. Warranty

GST warrants that newly manufactured goods supplied are free from defects for a period of one year after delivery. A warranty for used goods is excluded unless it was specifically agreed.

In the event of a breach of a contractual obligation, the buyer shall be entitled to the statutory rights vis-à-vis us in accordance with the following provisions.

The buyer shall only be entitled to warranty claims if he has complied with his obligations to inspect the goods and to give notice of defects in accordance with § 377 of the German Commercial Code (HGB).

In the event of a justified and timely notice of defect, the buyer shall be entitled to subsequent performance during the warranty period; we shall have the right to choose the type of subsequent performance - rectification of the defect or delivery of a defect-free item. If the subsequent performance fails or if further attempts at subsequent performance are unreasonable for the buyer, the buyer shall be entitled to a reduction in price or to withdraw from the contract.

If a claim is made against the buyer by his customer or a consumer on account of a defect in the delivered goods which was already present at the time of the transfer of risk or which was complained about by a consumer as the end user, the buyer's statutory rights of recourse against us pursuant to §§ 478, 479 BGB shall remain unaffected.

The buyer may only assert claims for damages under the regulated conditions due to a defect if subsequent performance has failed or we refuse subsequent performance. The buyer's right to assert further claims for damages under the regulated conditions remains unaffected by this.
Ansprüche gegen uns wegen Mängeln stehen nur dem Käufer zu und sind nicht abtretbar.

The limitation period for claims for defects is 1 year from the transfer of risk. This shall not apply insofar as the law pursuant to §§ 438 para. 1 no. 2 BGB (buildings and objects for buildings), 478, 479 BGB (supplier recourse) and 634a para. 1 no. 2 BGB (construction defects) prescribes longer periods as well as in cases of injury to life, limb or health, in the event of an intentional or grossly negligent breach of duty by us and in the event of fraudulent concealment of a defect.

We shall only be liable for damages incurred if these are based on a breach of an essential contractual obligation or on intentional or grossly negligent conduct on our part, on the part of our legal representatives or vicarious agents. If an essential contractual obligation is breached due to slight negligence, our liability shall be limited to the foreseeable damage typical for the contract. An essential contractual obligation is given in the case of obligations the fulfilment of which makes the proper execution of the contract possible in the first place or on the observance of which the buyer has relied and was entitled to rely.

Insofar as the claim for damages is based on a culpable failure to remedy the defect, it shall be limited to the corresponding rates of the DAT/Schwacke list with regard to removal and installation costs.

Any further liability for damages is excluded. This applies in particular to damage that has not occurred to the object of performance. Liability for culpable injury to life, limb or health in accordance with the statutory provisions remains unaffected. This also applies to mandatory liability under the Product Liability Act.

10. Entrepreneur recourse for commercial resellers

The statutory provisions apply here, but a claim for damages by the buyer is excluded.

11. Confidentiality

The buyer shall not pass on to third parties all technical and other information, as well as samples and other items, which it receives from us in connection with this contract, whether in verbal, written or other form, shall protect them from access by third parties as its own trade secrets and shall not use them for purposes other than the performance of this contract. The buyer shall not use the information for the manufacture of products for third parties or the registration of patents or other industrial property rights without our written consent.

The ownership of all information shall remain with us. At our request, the buyer shall return to us all files, documents and other items embodying or containing information and - if return is not possible - destroy them. A right of retention to the information is excluded.

The obligations under 11. shall not apply insofar as the information

a) is or becomes generally known without the buyer being responsible for this,
b) was demonstrably already known to the Buyer beforehand without any obligation to maintain secrecy or was independently developed by the Buyer, or
c) has been disclosed to the Buyer by a third party without an obligation of confidentiality.

12. Place of Performance / Jurisdiction / Applicable Law / Miscellaneous

The place of performance for all delivery obligations on our part and for the other contractual obligations of both parties is Holzgerlingen.

This contract and these terms and conditions as well as the entire legal relationship between the customer and us shall be governed by the laws of the Federal Republic of Germany to the exclusion of all references to other legal systems and international treaties. The application of UN sales law is excluded.

Stuttgart shall be the place of jurisdiction for all disputes arising from this contractual relationship. However, we are also entitled to sue the customer at his place of business.

The legal invalidity or amendment of individual provisions shall not affect the validity of the remaining provisions.
An invalid provision shall be replaced by a permissible provision which comes closest to the economic intent of the invalid provision. The rights of the buyer are not transferable.

End of the GTC