

SINN MESSTECHNIK e.K.

General Terms and Conditions

§ 1 Scope

The legal relationship between SINN MESSTECHNIK e.K. (service provider, supplier, agent) and the principal is determined by the following contract terms. Deviating terms and conditions of the principal only become terms of the contract if SINN MESSTECHNIK e.K. acknowledges them in written form.

§ 2 Order

The acceptance of the order as well as verbal, telephonic or taken by staff agreements, representations or collateral agreements in the context of contract negotiations require written confirmation by SINN MESSTECHNIK e.K. to be valid. Object of the order are calibrations, measurements, consultations, planning and deliveries to the current state of the art.

§ 3 Execution of the Order

The order is executed impartially by SINN MESSTECHNIK e.K. to the best of their knowledge and belief. As far as unforeseen time-consuming or costly tests are required, the consent of the principal must be obtained. If a time limit for the contract has been agreed, it is, in case of doubt, no time-bargain agreement. All oral statements connected with the order require written form for their validity.

§ 4 Obligations of the Principal

The principal is not allowed to give SINN MESSTECHNIK e.K. any instructions that can falsify their actual determinations or findings of testing or calibration. The principal has to ensure that all information and documents necessary for the execution of the order are at SINN MESSTECHNIK e.K.'s command gratuitously and timely.

§ 5 Professional Secrecy

SINN MESSTECHNIK e.K. is prohibited without authorization to reveal, pass on or take advantage of facts and documents that were given to them in the course of their work or have otherwise become known. The obligation of secrecy includes all non-obvious facts and applies beyond the duration of the contractual relationship. SINN MESSTECHNIK e.K. is authorized to reveal, pass on or use findings gained in its activities, if it is obliged to do so due to statutory regulations or if the principal expressly and in written form releases it from the obligation of secrecy. Incidentally, SINN MESSTECHNIK e.K. and their employees are, according to prior agreement with the principal, authorized to use test results in the context of activities performed in compliance while respecting data protection for scientific purposes, to publish and to undergo independent scientific evaluations.

§ 6 Copyright Protection

The publication, in particular of test reports and calibration certificates or documents on advisory level, their use, reproduction and distribution is only permitted within the contractually determined purpose and with explicit mention of SINN MESSTECHNIK e.K.

§ 7 Remuneration

SINN MESSTECHNIK e.K. is entitled to a payment of remuneration. All prices are quoted before statutory value added tax.

§ 8 Payment and Default of Payment

The agreed remuneration becomes due for the principal upon access to goods and services (test report, calibration certificate, planning). Partial invoices are permitted. Money orders, cheques and bills of exchange will only be accepted by special arrangement, subject to all inclusion and discount charges and on account of payment. If the principal is in default with payment or advance payment, SINN MESSTECHNIK e.K. may withdraw from the contract after setting a reasonable grace period. Alternatively, default charges in the amount of 2% above the current discount rate of the Deutsche Bundesbank have to be paid, at least however 6%. Upon appropriate proof, SINN MESSTECHNIK e.K. reserves the right to claim a higher damage caused by default. If payment terms are not complied with, SINN MESSTECHNIK e.K. is entitled to demand immediate payment for the total remuneration. This also applies to non-payment of bills of exchange and cheques. The principal may only offset against the claims of SINN MESSTECHNIK e.K. if the counterclaim of the principal is undisputed or a legally binding title is existent. The principal may assert a lien if it is based on claims of the concluded contract.

Payment is due within 30 days from the date of invoice without any deduction.

If delivery is delayed for reasons attributable to the principal, the delivery is deemed to be done after notification of readiness for dispatch. All payments shall be made without any deduction within 30 days from the date of invoice to the supplier's designated account. Payment deadlines are met if the supplier can dispose of the amount within the period.

§ 9 Exceeding the Deadline

SINN MESSTECHNIK e.K. does not assume liability for the observance of a certain date. In case that a period for delivery of performance has been agreed, the period begins with the conclusion of the contract. If SINN MESSTECHNIK e.K. requires any documents of the principal for provision of performance or an advance payment has been agreed, the period begins after receipt of the complete documents or the advance payment. If the agreed date of delivery is exceeded, the principal may only withdraw from the contract or demand compensation in case of a delay in performance caused by the supplier or in case of an impossibility attributable to SINN MESSTECHNIK e.K. The principal may only demand a compensation for delay in addition to the performance if he proves intent or gross negligence against SINN MESSTECHNIK e.K.

§ 10 Reservation of Proprietary Rights

Goods and other services provided remain property of the supplier until every claim against the purchaser is fulfilled (retained goods), even if the individual commodity or other partial performances have been paid. Pledging or security transfer of the retained goods is not permitted.

§ 11 Termination

SINN MESSTECHNIK e.K. and the principal can terminate the contract for good cause at any time. The notice of termination must be made in writing. Without an existing good cause, the notice of termination is excluded. If the contract is cancelled for a good reason attributa-

ble to SINN MESSTECHNIK e.K., the remuneration for the partial performance rendered until the date of the cancellation is due to the agent only insofar as the partial performance is objectively usable for the principal. In all other cases, SINN MESSTECHNIK e.K. shall retain the entitlement to full expenses. If the principal in particular cases is unable to prove a higher proportion of expenses saved, it is agreed upon as being 40 % of the remuneration for SINN MESSTECHNIK e.K.'s performances not yet rendered.

§ 12 Warranty

Within the scope of warranty, the principal can initially only demand free of charge rectification. This requires a grace period of reasonable duration. If rectification is not carried out within a reasonable time or if the rectification fails, the principal may demand rescission of the contract or reduction of the purchase price. The principal must notify obvious defects in written form to SINN MESSTECHNIK e.K. immediately after determination; otherwise the warranty claim expires. In the absence of warranted characteristics, the compensation for damages remains unaffected.

§ 13 Liability and Limitation Period

SINN MESSTECHNIK e.K. excludes liability for itself and for its agents - irrespective of the legal reason - for all cases if no damage was caused intentionally or due to gross negligence. This disclaimer also applies to damages arising during rectification. The principal's rights associated with warranty, in accordance with § 11, are not affected. The claims due to delayed delivery are finally regulated in § 9. All claims that are not subject to the short limitation period of § 638 BGB lapse after three years.

a) The liability for personal injury is governed by the statutory provisions.

b) Liability for damage to property is limited to € 50,000 per damaging event and to € 100,000 in total.

c) Liability for financial losses is excluded.

The principal is responsible to check if the above conditions are acceptable for him or agree with the value of the order. If necessary, the principal needs to contract an additional insurance for the agent. If the value of the order exceeds € 50,000, the contractor has to be informed in any case.

§ 14 Place of Performance and Jurisdiction

Place of performance is the registered office of SINN MESSTECHNIK e.K. If the principal is a general merchant, body corporate under public law or special fund under public law, the registered office of SINN MESSTECHNIK e.K. is the exclusive place of jurisdiction. If the principal has no place of general jurisdiction in Germany or if he relocates his domicile or main residence abroad after conclusion of the contract or if his domicile or main residence is unascertainable at the time the complaint is filed, the registered office of SINN MESSTECHNIK e.K. is place of jurisdiction as well. The invalidity of individual provisions of the contract shall not affect the validity of the rest of the contract.