

TERMS AND CONDITIONS

§ 1 Scope of the provisions¹

- (1) These terms and conditions for sales issued by UltraTest GmbH Dr. Steinkamp & Büssenschütt, Traderegister HRB 121470 AG Walsrode (subsequently "UltraTest") apply solely to companies, legal persons under public law or public assets as established by § 310 section 1 BGB (subsequently the "client"). We accept and recognize the validity of terms and conditions provided by the customer and which conflict with or differ to these established here only and exclusively upon the provision of our express written consent.

§ 2 Quotes, conclusion of the contract

- (1) Our quotes are subject to change.
- (2) A customer purchase order is a binding quote. We can accept this quote within two weeks by dispatching confirmation of order (also in written form e.g. e-mail or fax) or by dispatching the goods ordered to the delivery address of the customer.
- (3) All documents delivered to the customer upon the placing of an order (e.g. calculations, diagrams etc.) remain the sole property of UltraTest (including copyright). We also retain copyright of these documents. These documents may not be made available to any third parties, unless we provide the customer with express written permission to do so. As far as we do not accept the quote from the customer within the deadline established in section 2, these documents are to be returned to us without delay.

§ 3 Prices and payment

- (1) Our prices are quoted as net prices in EUROS excluding VAT. Our prices are ex works prices plus packing, as far as the order confirmation does not indicate anything to the contrary.
- (2) Payment of the purchase price is to be made without exception to the account named.
- (3) If payment is arranged in a foreign currency, all costs arising from changes in the rate of exchange are to be borne by the customer.
- (4) Packaging and freight costs will also be billed.
- (5) Unless an agreement to the contrary was concluded, the purchase price is to be paid 14 days net cash without deduction after delivery. Default interest of 8% above the basic interest rate fixed by the European central bank (per annum) will be calculated.
- (6) The only method of payment open to new customers is payment in advance.

§ 4 Delivery and delivery time

- (1) The terms of delivery outlined in the confirmation of the order are not binding for UltraTest, despite them being subject to extremely careful planning. Under no circumstances does a delay in delivery provide the

grounds for cancelling an order (quote) unless this has been expressly arranged beforehand.

- (2) The start of the delivery-date as indicated by UltraTest assumes the punctual and correct completion of all customer obligations. We reserve the right to make the objection of a non-fulfilled contract.
- (3) If the delivery is delayed following the onset of undivertible events (e.g. disruptions in operation, intervention by authorities, material shortages, industrial action etc.), the delivery time will be extended by an appropriate period. If the same reasons make delivery impossible, we are released from the obligation to deliver. The customer is to be informed without delay.
- (4) If the customer is in default of acceptance or if he culpably violates any other cooperation obligations, we are entitled to demand compensation for the damage incurred, including any extra charges. We reserve the right to make further claims. In the case of a delay in delivery, a delay compensation will not be agreed.
- (5) This provision does not affect any further legal claims or customer rights arising from a delay in delivery. Further claims to compensation exist only if the delay results from premeditation or gross negligence.
- (6) If the customer is found to be in delay with his payments, or experiences financial collapse, we are entitled to refuse all further deliveries.

§ 5 Passing of risk upon dispatch

If the goods are dispatched to the customer in accordance with his order, then all risks of accidental loss or deterioration in the condition of the goods are transferred to the customer with dispatch of the goods; upon leaving the premises or warehouse at the latest. This applies, regardless of whether the goods are dispatched from the place of performance and who bears the freight costs.

§ 7 Title retention

- (1) The delivered goods remain the property of UltraTest (reservation of retention) until we receive full payment of all contractually agreed monies outstanding. This also applies for all future deliveries, even if we make no express and repeated claim to this. We are entitled to reclaim the purchase object upon infringement of the contract on the part of the customer.
- (2) Upon discontinuation during an unpaid current invoice, the right of retention applies for the balance involved.
- (3) The customer is obliged to handle the purchase object with care until it comes into his ownership.

§ 8 Guarantee, notification of defects and recourse

- (1) For a period of twelve months after the transfer of risk UltraTest warrants that the delivered new products are free from material and manufacturing defects.

- (2) Should, despite all due diligence, the delivered goods have a defect that already existed at the time of the transfer of risk, we will repair the goods according to our choice or supply replacement goods. We shall always be given the opportunity to provide supplementary performance within a reasonable period of time.
- (3) If the supplementary performance miscarries twice, the customer is entitled to withdraw from the contract or make reduced payment.
- (4) Claims for defects do not exist in the case of natural wear and tear or wear and tear as in the case of damage resulting from the passing of the risk as a result of faulty or negligent treatment, excessive stress or due to special external influences which are not presupposed under the contract. If improper repair work or modifications are made, there are likewise no claims for defects and for the resulting consequences.
- (5) In case of rectification the customer is responsible for the transportation of the products to UltraTest. Costs for rectification work or replacements as well as the return transport to the customer will be carried out by UltraTest.

§ 9 Computer software

- (1) UltraTest is liable only for the correct operation of software which is isolated from a customer software environment. We are not liable in any way for malfunctions resulting from its integration in a software environment.

§ 10 Final provision

- (1) Both this contract as well as the entire privity of contract between the parties is subject to the laws of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG). With controversy of the interpretation of these contractual conditions the German version is valid.
- (2) The place of delivery and exclusive jurisdiction for all disputes arising from this contract is our business location, unless the order confirmation indicates anything to the contrary.
- (3) All agreements made between the parties to the end of performing this contract are recorded in writing in this agreement.
- (4) If any individual provision of this contract is deemed to be invalid or become so or be deemed to be incomplete, this fact has no effect on the validity of the remaining provisions of the contract. The parties commit themselves to replace the invalid provision with a valid provision which corresponds commercially as closely as possible to the spirit and purpose of the invalid provision / fills this incomplete clause.
- (5) UltraTest informs their contractual partner herewith that business related data and other data necessary for conducting business will be gathered, saved and processed within the framework of the federal data protection law (Bundesdatenschutzgesetzes § 28 BDSG).

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