



QCAL Messtechnik GmbH
Alpenstr. 16
86869 Oberostendorf
Phone : ++49 89 84060347
Fax : ++49 89 999 64416
eMail : info@qcal.de

General Terms and Conditions (GTC)

QCAL Messtechnik GmbH

1. Scope of application

Our terms and conditions below have exclusive validity. Conditions of the buyer which diverge from, or which contradict, our General Terms and Conditions (hereinafter referred to as "GTC") are not recognized by us. Contradictory or deviating conditions of the buyer will not be accepted by us except we explicitly confirm their validity in writing. Our GTC are also deemed to be valid if we deliver to the buyer without reservation, even though we are aware that he has terms and conditions of trade which contradict ours or deviate from them. Our GTC are only valid for merchants within the meaning of Sect. 14 of the German Civil Code (BGB).

2. Offers

Our offers are non-binding with regard to the period of delivery and availability of products. A sales contract will only become effective by our explicit confirmation. We reserve all proprietary rights and exploitation rights resulting from copyrights in illustrations, drawings, calculations and other documents. These documents may not be disclosed to third parties. This is especially true for written documents which are classified as "confidential". The buyer requires our explicit written consent before passing them on to third parties.

3. Prices and Conditions of Payment

Should nothing to the contrary be agreed to in the contract, our prices are considered "ex works". All payments have generally to be made to our company. The price stated in our order confirmations shall be binding. The buyer is in default if he does not make payment on a certain calendar date for due payment fixed in the contract. Statutory regulations according

to which a debtor is automatically in default 30 days after due date of payment and receipt of invoice remain valid. If the buyer is in default, we are entitled to claim interest from the outstanding amount of payment up to an interest rate of 6 per cent above the current basic interest rate fixed by the German Federal Bank, in addition to a cost contribution of 5.00 euros for each reminder, subject to other claims. The buyer is entitled to setoff - rights if his counterclaims are determined, undisputed or recognized by us. If the buyer is in default of payment, the seller is entitled to withhold other deliveries, including those with agreed delivery dates, until all outstanding debts are paid.

4. Securities for commercial credit deliveries

a) All goods delivered remain the seller's property until all claims from the business relationship are fully paid. In case of serious violation of contract or substantial deterioration of his financial situation, the buyer is obliged to immediately return, at his expense, all goods under reservation of title without being notified of a final deadline or advice of cancellation to the seller's shipping stores.

b) Notwithstanding the transfers from Item 4 and the right of redemption by the seller, the buyer is entitled to redeem the claim so long as he has met all of his obligations towards the seller and does not suffer financial collapse. The buyer is to confirm towards the seller the transfer in writing upon demand and give all details necessary for the redemption.

5. Copyrights

Whenever we deliver objects manufactured from drawings or models, the buyer ensures that no copyrights of third parties are violated by the production and supply of the goods. We are not obliged to make inspections to this purpose. The buyer agrees to indemnify us against claims for compensation made by third parties and to reimburse us for all direct or indirect damage incurred by us though any violation of the copyrights of third parties. Whenever we supply any products under a customer's own label, the customer agrees to respect any copyrights of third parties.

The seller grants a free of charge, unlimited right of use for the software products and the accompanying documentation delivered with the hardware. For the purpose of data backup, the buyer shall be entitled to make reproductions of the software.

6. Period of delivery and shipping mode

Our periods of delivery are generally non-binding. Binding periods of delivery must be explicitly agreed to in writing. If delivery should be interrupted either by force majeure, strikes, governmental acts or any other unforeseeable circumstances or operational

disturbances and shortage of raw materials supplied by our sub-suppliers, we are entitled to prolong the period of delivery by the duration of the obstruction and a reasonable period of subsequent delivery or cancel any part of the contract on the grounds of a non-fulfilled part if the fulfillment is no longer reasonable for us.

Should the duration of the hindrance exceed a period of 2 months, the buyer is entitled to fix a reasonable final deadline and then repudiate that part of the contract which has not been fulfilled.

We will notify the buyer of the above circumstances within a reasonable period of time.

Without any specifications by the buyer, shipping mode and route are selected at discretion.

Partial deliveries are admissible. Excess deliveries and/or lower quantities resulting from production and packaging are within the scope of the quality of the goods agreed and do not represent any material defects within the meaning of Sect. 434 of the German Civil Code.

7. Compensation in case of prolongation of delivery periods

Should the period of delivery be prolonged or are we exempted from its fulfillment due to the buyer's cancellation of contract, the buyer may not derive any claims for compensation from this.

8. Risk transfer/packaging costs

Should nothing to the contrary be agreed to in the order confirmation, the delivery is considered "ex works". Packaging pursuant to our specifications is included in the price. All packing specifications and special standards from the buyer are invoiced separately.

9. Warranty

a) The buyer's warranty rights require that the buyer has met the regulations for inspection and immediate complaint required in Section 377 of the German Commercial Code (HGB).

b) The specifications and intended use of our products are provided by us in the technical data sheets and instruction manuals. They are based on our experience and laboratory examinations and the technical data received from our suppliers. These details do not exempt the buyer from his own examination of the suitability of the product for the intended purpose, unless we have declared explicitly the suitability for this purpose in writing. We offer such a declaration subject to the condition that the buyer has correctly submitted us all details necessary for such an extended description of the properties of our products. We are not obliged to make inspections to this purpose. The product qualities are based on the state of the art at the date of our accepting the order.

c) In case of justified complaints of material defects, the seller – regardless of any other extended obligations of the seller for compensation for damages – is only obliged to either replacement delivery or the repair of the products delivered according to his choice. If this action fails, the Customer can ask for either a reduction of the remuneration or cancellation of the contract after indicating a period of remedy. All goods complained about are to be immediately released for return to the seller.

d) The seller must be immediately notified in writing of all complaints after detection of the defects and not later than twelve days following delivery. The defects must be documented by

e) The seller is generally only liable for obligations within the scope of compensation for damages in case of damage typical and foreseeable for the type of contract during the fulfillment of the contract and of deliveries.

f) The entire duration of warranty is 2 years for all issues unless other separate durations have been agreed to for special issues.

10. Jurisdictional venue/place of performance

The place of performance in respect of deliveries, services, payment and the place of jurisdiction in respect of all obligations is Munich, Germany.

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