



## GENERAL TERMS AND CONDITIONS

Dated 04/2023

### A. GENERAL PROVISIONS

#### I. Scope

1. These general terms and conditions (T&Cs) apply to all commercial relationships with our customers. The T&Cs only apply if the customer is a company (§ 14 BGB; ["German Civil Code"]), a legal entity subject to public law or a special public fund.
2. The T&Cs apply particularly to service contracts as well as to contracts regarding the sale and/or delivery of movable goods (hereafter referred to as "goods"), regardless of whether we manufacture the goods in-house or purchase them from sub-suppliers (§§ 433, 650 BGB). Unless otherwise agreed, the T&Cs in the version valid at the time at which the customer places an order, or in all instances in the version in text form provided to the customer as a framework agreement, shall also apply to all similar future contracts without any requirement for us to refer to them again on an individual basis.
3. Our T&Cs apply exclusively. General terms and conditions of the customer that deviate from, contradict or supplement these general conditions of purchase shall only form part of the contract if and insofar as we have expressly confirmed their validity. This consent requirement shall apply in all instances, for example also if we perform out the delivery to the customer without reservation and with knowledge of their T&Cs.
4. Individual agreements reached with the customer (including ancillary agreements, supplements and changes) in individual cases shall have priority over these T&Cs in all instances. A written contract or our written confirmation shall be decisive for the contents of such agreements, subject to evidence to the contrary.
5. Material declarations and notifications from the customer with regard to the contract (e.g. deadlines, reminders, withdrawal, purchase price reductions) must be in text form. Legal formal requirements and further proof, particularly if there is doubt regarding the legitimacy of the declarer remain unaffected.
6. References to the validity of statutory regulations shall only have clarifying significance. Even without such clarification, the legal provisions shall therefore apply unless directly amended or expressly excluded in these T&Cs.

#### II. Terms of payment

1. The price is due and must be paid within 14 days of invoicing and delivery or acceptance of the goods/performance of the services. However, we are entitled to require advance payment for an entire service or parts thereof, also as part of a continued commercial relationship. We will declare such a reservation at the time of order confirmation at the latest.
2. The customer is in default once the aforementioned payment deadline has passed. During the period of default, our claim shall bear interest at the statutory default interest rate applicable from time to time. We reserve the right to claim for further damages due to default. Our right to commercial maturity interest towards merchants (§ 353 of the HGB, German Commercial Code) remains unaffected.
3. The invoice will be sent either by post or by e-mail at our discretion. The customer agrees to receive invoices by e-mail. Electronic invoices will be sent to the customer by e-mail in PDF format to the specified e-mail address. However, invoices can be sent by post at any time upon request in text form from the customer.
4. The customer is only entitled to offset rights or rights of retention only insofar as their claim has been legally determined or is undisputed. The customer is only entitled to exercise a right of retention insofar as their counter-claim is based on the same contractual relationship. In the event of defects in the delivery, the customer's counter rights shall remain unaffected.
5. If it becomes clear after concluding the contract (e.g. due to an application to open an insolvency procedure) that our claim to the purchase price is endangered due to the customer's inability to perform, we are entitled by the legal regulations to refuse performance and to withdraw from the contract after setting a deadline if necessary (§ 321 BGB). If the contract is to manufacture an unreasonable item (single production), we can declare withdrawal immediately; the legal regulations on the necessity to set a deadline remain unaffected. We are also entitled to make the remaining debt due or to demand appropriate security in these cases.

### III. Liability

1. Unless these T&Cs including the following provisions result in something else, we are liable in the event of violation of contractual and non-contractual obligations in accordance with the legal regulations.
2. We are liable to claims for damages for any legal reason within fault-based liability for intent and gross negligence. For simple negligence, we are liable, subject to legal liability restrictions (e.g. care and attention in our own matters; insignificant violation of obligations), only
  - a) for damages arising due to injury to life, limb or health,
  - b) for damages due to violating a significant contractual obligation (obligation that must be fulfilled to even enable contract fulfilment and which the contractual partners are entrusted and can be entrusted to comply with); in this case, however, our liability is limited to the foreseeable, typical damages that may occur.
3. The liability limitations arising from paragraph 2 also apply to third parties and to violations of obligations by people (also to their benefit) for whose fault we are responsible in accordance with the legal regulations. They do not apply if a defect was maliciously concealed or a guarantee of the condition of the goods was provided, and for customer claims in accordance with the product liability act.
4. The customer is only able to withdraw from or terminate the contract owing to a violation of obligations that does not consist of a defect if we are responsible for the violation of obligations. A free right of termination on the part of the customer (in particular per §§ 650, 648 BGB) is excluded. Moreover, the statutory pre-requisites and legal consequences shall apply.

### IV. Claims for defects by the customer

1. For the customer's rights to warranty for defects and warranty of title for the goods (including incorrect and short delivery, improper assembly, insufficient assembly instructions), the legal regulations apply unless otherwise specified subsequently. The special legal regulations for final delivery of the unfinished product to a consumer remain unaffected in all cases even if the customer has processed them further (supplier redress in accordance with § 478 BGB). Claims for supplier redress are excluded if the defective goods were processed further the customer or another company, e.g. by being installed in a different product.
2. The basis of our liability for defects is mainly the agreement concluded about the condition of the goods/the service description. All product descriptions and manufacturer specifications that are part of the individual contract or that were made public at the time of concluding the contract (particularly in catalogues or on our website) are considered an agreement about the condition of the goods.
3. If the condition was not agreed upon, it is to be appraised in accordance with the legal regulations to determine whether there is a defect. However, we are not liable for public statements by the manufacturer or other third parties (e.g. web adverts) that the customer has not indicated were decisive for their purchase.
4. We are not liable for defects that the customer is aware of at the time of concluding the contract or does not know due to gross negligence. Furthermore, the claims for defects by the customer require that they have complied with their legal inspection and objection obligations (§§ 377, 381 BGB). The materials and other goods intended for installation of alternative further processing must always be subjected to an inspection immediately before processing. If a defect is detected during delivery, the inspection or at any later time, this must be declared to us in writing immediately. Obvious defects must always be declared in writing within 5 working days of delivery and defects that could not be detected at the time of inspection must also be declared in writing within the same period following detection. If the customer does not perform a proper inspection and/or defect declaration, our liability for the defect not declared, declared too late or declared improperly is void in accordance with the legal regulations.
5. If the item delivered or our service performance provided is faulty, we can first choose whether we wish to provide supplementary performance by rectifying the defect (rework) or by delivering a fault-free item (replacement delivery). Our right to deny supplementary performance under the legal prerequisites remains unaffected.
6. We are entitled to make the owed supplementary performance dependent on whether the customer has paid the full price. However, the customer is entitled to withhold a reasonable amount of the price in relation to the defect.
7. The customer must give us the time and opportunity necessary for the due supplementary performance, and must in particular hand over the object for which a complaint was made for purposes of inspection. In the event of a replacement delivery, the customer must return the defective item to us in accordance with the legal regulations. The supplementary performance does not include the disassembling of the defective goods or the subsequent installation if we were not responsible for carrying out the original installation.
8. We will bear or reimburse the cost required for inspection and supplementary performance, particularly transport, work and material costs, as well as disassembly and installation costs in accordance with the legal regulations if there is really a fault. Otherwise we are able to demand that the customer reimburse any costs incurred by us (in particular test and transport costs) arising from the unjustified demand for rectification of defects, unless the lack of defect could not be detected by the customer.

9. In urgent cases, e.g. where there is a risk to industrial safety or for the prevention of disproportionately large damages, the customer is entitled to rectify the defect themselves and demand that we reimburse the costs objectively required for this. We shall be informed about these independent activities as soon as possible, in advance if possible. There is no right to carry out independent rectification if we would have been entitled to refuse supplementary performance in accordance with the legal regulations.
10. If the supplementary performance fails or a reasonable deadline for supplementary processing to be set by the customer has passed or is not required according to legal regulations, the customer can withdraw from the contract or reduce purchase price. However, an insignificant defect is not cause for withdrawal.
11. We do not provide any guarantee for damage caused subsequently unless we are responsible for the damage: Improper use or use other than intended use, incorrect assembly by the customer and/or a third party, normal wear and tear, incorrect or negligent handling by the customer and/or a third party, unsuitable operating materials, faulty construction work, unsuitable construction ground, chemical, electrochemical or electrical influences, any modifications or repair work on the part of the customer or third parties that are unprofessional and have been carried out without prior approval from us.
12. The customer's claims for compensation for damages or compensation for significant costs are also valid for defects in accordance with point A. III. and are otherwise invalid.

#### **V. Statutory limitation**

1. The general limitation period for claims arising from material defects and defects of title is one year from delivery of the goods/performance of the service. If acceptance has been agreed upon, the statutory limitation begins with acceptance.
2. The statutory limitation shall be 5 years from the date of delivery (§ 438, paragraph 1, point 2 BGB) for a product that is a structure and has been used according to its usual application for a structure, and has caused its defectiveness (material). The further special legal regulations for statutory limitation remain unaffected (particularly section 438 paragraph 1 point 1, paragraph 3, §§ 444, 445b BGB).
3. The aforementioned statutory limitations also apply to contractual and non-contractual claims for compensation for damages by the customer, which relate to a defect on the products unless applying the normal legal statutory limitation (§§ 195, 199 BGB) would cause a shorter statutory limitation in an individual case. Claims for damages by the customer pursuant to point A.III. section 2, parts 1 and 2a) and according to the product liability act are only subject to the legal statutory limitations.

#### **VI. Performance deadline and default**

1. The performance deadline is agreed upon individually or specified by us when we accept the order. If this is not the case, the performance deadline is around 6 weeks after concluding the contract. However, the processing time for the calibration of sensors only begins when the sensor arrives at our premises.
2. Compliance with deadlines for performance on our part requires the on-time receipt of all documents to be supplied by the customer, the required permits and releases, especially of diagrams, as well as compliance with the stipulated payment terms and other obligations by the customer. If these prerequisites are not met, our periods extend accordingly. This does not apply if we are responsible for the delay.
3. If we cannot adhere to binding performance deadlines for reasons beyond our control (unavailability of the service), we will inform the customer without delay and, at the same time, specify the new delivery time. If the service is also not available within the new performance deadline, we are entitled to withdraw from the contract completely or in part; we will reimburse any consideration provided by the customer immediately. A case of unavailability of the service here is a delayed delivery from our suppliers, if we have concluded a congruent hedging transaction, neither us nor our supplier is at fault or we are not obliged to procure in individual cases.
4. Occurrence of our service default is determined by the legal regulations. A reminder from the customer is always due. If we default on delivery within the scope of a purchase contract, the customer can demand flat rate compensation for their damages due to default. The flat rate for damages is 0.5% of the net price (delivery value) but no more than 5% of the delivery value of the goods delivered with a delay. We retain the right to demonstrate that the customer has incurred no damages or significantly lower damages than the flat rate.
5. The rights of the customer in accordance with point A.III. of these T&Cs and our legal rights, particularly to an exemption of our obligation to perform (e.g. due to impossibility or the unacceptability of the service and/or supplementary performance) remain unaffected. In the event of a default in performance, after an appropriate period of grace has passed without remedy, the customer can withdraw from the contract; if performance is impossible then the customer is also entitled to withdraw without granting a period of grace.

## **VII. Calibration certificates**

We always send calibration certificates in digital form. Delivery by post must be explicitly ordered by the customer.

## **VIII. Industrial property rights and copyrights, rights of use**

1. We retain our property rights and copyright without limitation on estimates, illustrations and other documents (subsequently referred to as: "documents"). The documents may only be made accessible to third parties with our prior consent, and if we are not awarded the contract, they shall be returned to us immediately upon request. This applies likewise to customer documents; however, they may be made accessible to those third parties to which we have admissibly transferred deliveries.
2. We are the legal owner of all rights to the software/programs covered by this contract, or is authorised by the owner to further dispose of the respective software/programs. The customer obtains the non-exclusive right to their use with the agreed performance features in unaltered form, on the agreed devices (license). The customer is entitled to perform data backups and to make the required backup copies according to standard engineering practice. The customer is not entitled to modify or remove existing copyright marks. The license does not include any right for the customer to edit or modify the program.
3. Unless otherwise agreed, we are obligated to render delivery free from industrial property rights and copyrights of third parties (hereafter referred to as: Industrial property rights) only in the country of the place of delivery. If a third party raises justified claims against the customer due to the infringement of industrial property rights arising from contractually used deliveries supplied by us, we are liable to the customer within the periods determined in the T&Cs as follows:
  - a. We shall, at our cost and discretion, either obtain a right of use to the deliveries concerned, or change them such that the industrial property rights are not infringed, or replace them. If we are unable to do so under reasonable conditions, the customer shall be entitled to the statutory rights of withdrawal or reduction.
  - b. The above-mentioned obligations shall only exist as long as the customer notifies us immediately in writing of the claims lodged by the third party, does not admit an infringement, and if all defence measures and settlement negotiations are reserved for us.
  - c. If the customer stops using the delivery for reasons of mitigation of damage or on other important grounds, they shall be obligated to indicate to the third party that stopping use is not connected with the admission of an infringement of an industrial property right.
4. Claims by the customer are excluded insofar as they alone are responsible for the infringement of the industrial property right. Claims by the customer shall be further excluded insofar as the infringement of the industrial property right is caused by specific requirements of the customer, by an application not foreseeable by us, or due to the fact that the delivery was changed by the customer or used together with products not supplied by us

## **IX. Place of performance, choice of law and place of jurisdiction**

1. The laws of the Federal Republic of Germany apply to these T&Cs and to the contractual relationship between us and the customer, with the exclusion of international uniform law, particularly the United Nations Convention on Contracts for the International Sale of Goods .
2. If the customer is a merchant as defined by the German Commercial Code, a legal entity subject to public law or a special public fund, the exclusive place of jurisdiction, even internationally, for all disputes arising from the contractual relationship is our headquarters in Mühlendorf. The same applies if the customer is a company as defined by § 14 BGB. However, we are also always entitled to claim in the place of fulfilment of the delivery obligation in accordance with these T&Cs, to conclude an overriding individual agreement or to claim at the customer's place of jurisdiction. Overriding legal regulations, particularly with regard to exclusive responsibilities, remain unaffected.
3. The place of performance is the place of dispatch or the place where our service is provided.

## **X. Data protection and gender equality**

We process all customer data exclusively for the purposes of commercial transactions and according to the requirements of the respective valid provisions on data protection. All terms and definitions used are to be understood as gender-neutral.

## **C. ADDITIONAL T&Cs FOR PURCHASE CONTRACTS**

For concluded purchase contracts, the following General Terms and Conditions shall apply in addition to the provisions listed under point A:

### **I. Contract conclusion**

1. Our quotations and estimates are non-binding. This also applies if we have provided the customer with catalogues, technical documentation (e.g. drawings, diagrams, calculations, references to DIN standards), other product descriptions or documents, also in electronic form, for which we reserve property rights and copyright.
2. The goods order by the customer is considered a binding contractual offer. Unless otherwise specified in the order, we are entitled to accept this contractual offer within 14 days of receipt. Acceptance can either be declared in text form (e.g. through an order confirmation) or by delivering the goods to the customer.
3. An order from the customer through our online shop represents a quotation to conclude a purchase contract. The customer will receive confirmation of receipt of their order by e-mail. Such a confirmation email shall not constitute any binding acceptance of the order unless the contents of the email include not only confirmation of receipt but also acceptance. The contract only comes into force upon receipt of an explicit order confirmation from us or when the goods are sent.

### **II. Prices**

1. Unless otherwise agreed in individual cases, our current prices at the time of contract conclusion apply, ex-works (EXW in accordance with the current Incoterms version) plus packaging and the applicable VAT.
2. In the case of a mail order purchase, the customer will bear the transport costs ex-works and the costs of any transport insurance required by the customer. Any customs charges, fees, taxes and other public levies will be borne by the customer.
3. If we have agreed to install or assemble the delivery, unless otherwise agreed the customer shall pay not only the agreed remuneration but also all applicable ancillary costs (travel costs, the costs of transporting the tools, etc.).

### **III. Retention of title**

1. Until all our present and future claims from the purchase contract and an ongoing commercial relationship (secured claims) are paid in full, the sold goods remain our property.
2. The goods subject to the right of retention must not be pawned to third parties or used as security until the secured claims are paid in full. The customer must inform us immediately in text form if a request to open an insolvency procedure is submitted or if third parties (e.g. seizures) have access to the goods that belong to us.
3. If the customer behaves contrary to the contract, particularly if they fail to pay the due purchase price, we are entitled to withdraw from the contract or to demand the goods back due to the right of retention in accordance with the legal regulations. Demanding return does not correspond to a simultaneous declaration of withdrawal; we are also entitled to only demand return of the goods but reserve the right to withdraw. If the customer does not pay the due purchase price, we may only exercise these rights if we have first unsuccessfully set the customer a reasonable deadline for payment or setting a deadline in this manner is unnecessary according to the legal regulations.
4. The customer is entitled to continue to sell and/or process the goods subject to the right of retention until the withdrawal in accordance with c). The following additional provisions apply in this case.
  - a) The reservation of title extends to products at their full value, which are created as a result of processing, mixing or combining of our goods, whereupon we are considered the manufacturer. If the right of retention of third parties is retained in the event of processing, mixing or combining with their goods, we acquire joint ownership to the ratio of the invoice value of the processed, mixed or combined goods. Furthermore, the same shall apply to the created product as to goods delivered under retention of title.
  - b) The customer hereby assigns to us by way of security the claims against third parties arising from the resale of the goods or the product in total or in the amount of our co-ownership share, if any, in accordance with the above paragraph. We accept the transfer. The customer obligations specified in paragraph 2 also apply in consideration of the transferred claims.
  - c) Along with us, the customer remains entitled to collect the claim. We will be obliged to not collect the claim as long as the customer meets their payment obligations towards us, they are not unable to perform and we have not exercised our right of retention in accordance with paragraph 3. However, if this is the case, we can demand that the customer informs us of the transferred claims and their debtors, provides all information necessary for collection, hands over the relevant documents and informs the debtors (third parties) of the transfer. Furthermore, we are entitled to withdraw the customer's entitlement to sell on and process the goods that are subject to our right of retention in this case.

- d) If the realisable value of the securities exceeds our claims by more than 10%, we will release securities of our choosing upon request by the customer.
5. Where the reservation of title in the country of destination is associated with special conditions or formal regulations, the customer assumes responsibility for their fulfilment.

#### **IV. Delivery, transfer of risk, acceptance, acceptance delay**

1. Delivery is from the warehouse, which is also the place of fulfilment for the delivery and any subsequent fulfilment. The goods will be sent to a different destination upon customer request (sale by delivery to a place other than the place of performance). Unless otherwise agreed, we are entitled to define the method of sending (particularly the courier, dispatch route, packaging) ourselves.
2. The risk of sudden destruction and sudden deterioration of the goods is transferred to the customer when the goods are handed over at the latest. However, in the event of sale by delivery to a place other than the place of performance, the risk of sudden destruction and sudden deterioration of the goods, as well as the risk of delay is transferred to the carrier, forwarding agent or other person or establishment specified to perform sending as soon as the goods are shipped. If acceptance has been agreed upon, this is decisive for the transfer of risk. Furthermore, the legal regulations for the law applicable to works and services apply to agreed acceptance. Transfer or acceptance is considered complete if the customer delays acceptance.
3. If the customer delays acceptance, does not comply with their obligation of involvement or delays our delivery for other reasons for which the customer is responsible, we are entitled to claim for damages resulting from this including additional costs (e.g. storage costs). We will bill a flat rate of compensation of 0.5% of the net price (delivery value) for every calendar week up to a total of 5% or 10% for final acceptance not being performed, beginning with the delivery date or, if there is no delivery date, with the notification that the goods are ready for shipping.
4. The proof of higher damages and our legal claims (particularly reimbursement for additional costs, reasonable compensation, cancellation) remain unaffected; however, the flat rate will offset against further monetary claims. The customer retains the right to demonstrate that we have incurred no damages or significantly lower damages than the flat rate.

#### **V. Installation and assembly**

Unless otherwise agreed in writing or unless special assembly conditions apply, the following provisions apply to installation and assembly:

1. The customer must perform and complete the following at their own costs and in good time:
  - a) All earthworks, construction and other non-industry ancillary works, including provision of the necessary assistant and auxiliary personnel, construction materials and tools,
  - b) The materials and equipment required for assembly and commissioning, such as scaffolding, lifting equipment and other devices, fuel and lubricants, energy and water at the place of use, including connections, heating and lighting,
  - c) At the assembly site sufficiently large, dry, suitable and lockable rooms for the storage of machine parts, apparatus, tools, etc., and appropriate working and recreation rooms for the assembly personnel including sanitary facilities appropriate for the circumstances; furthermore the customer shall also implement measures to protect our property and our assembly personnel on the construction site, commensurate with those they would implement to protect their own possessions,
  - d) Protective clothing and protective equipment necessary due to the special circumstances at the assembly site.
2. Prior to starting the assembly work the customer shall make available the necessary information regarding the position of concealed electricity, gas and water lines, or similar systems, as well as the necessary structural information without request.
3. Before commencing with the installation or assembly, the provisions and objects required for starting the work must be present at the installation or assembly site, and all preparatory works must be sufficiently advanced before work commences, such that the installation or assembly work can start as agreed and can proceed without interruption. Access roads and the installation or assembly area must be level and clear.
4. If installation, assembly or commissioning are delayed due to circumstances for which we are not responsible, the customer shall cover appropriate costs for waiting times and additional travel by the assembly personnel.

5. The customer is required to confirm the working hours of the assembly personnel on a weekly basis, as well as the end of the installation, assembly or commissioning works without delay.
6. If we demand acceptance of the delivery after completion, the customer must conclude this within two weeks. If this does not take place without a justified reason existing for non-acceptance then acceptance is deemed to have taken place. When requesting acceptance, we will inform the customer that their silence shall also constitute acceptance. Acceptance is also deemed to have taken place if the delivery - where applicable after the completion of an agreed test phase - is put into operation by the customer. We will inform the customer that their silence shall also constitute acceptance.

#### **VI. Test run/test version**

1. A test run can be agreed with us. For this purpose, the customer shall be furnished with a test device. We expressly state that the test devices exclusively serve the purpose of enabling testing of the function desired by the customer. We only provide a guarantee here for the technical data specified in the product documentation (in particular in the data sheet, quotation, operating manual) on condition of compliance with the framework conditions stipulated there. We do not guarantee that the test devices are suitable for the customer's desired purpose and/or a certain application of the customer, unless we have expressly guaranteed this.
2. The customer is responsible for performing the test run with consideration to the customary diligence and under real application conditions, and to check the test devices for suitability for their application and their intended purpose.
3. If the customer decides to purchase a product from us, we will shall not be liable for ensuring that the purpose/success targeted by the customer (e.g. savings) is achieved, unless we have expressly assured this and/or are responsible for the damages incurred by the customer.

#### **C. ADDITIONAL T&Cs FOR SERVICE CONTRACTS**

For concluded service contracts, the following General Terms and Conditions shall apply in addition to the provisions listed under point A:

##### **I. Quotations and contract conclusion**

1. Our quotations are subject to change without notice and are non-binding unless expressly stated otherwise. We are bound by binding quotations for 14 days. If the customer does not accept the quotation until after these 14 days, this shall constitute a new quotation which we may, but are not obliged to, accept.
2. If we receive a customer order, we are entitled to accept this contractual offer within 14 days of receipt. Acceptance can either be declared in text form (e.g. through an order confirmation) or by performance of the service.

##### **II. Cost estimate**

Cost estimates and information regarding the scope, type, feasibility, duration and cost of the service measures do not constitute any assurances or guarantee commitments. They are approximate and subject to change.

##### **III. Scope of services and prices**

1. The scope of services results from the order confirmation.
2. Our prices are based on the scope of services, processes and procedures and are subject to the timely provision of all documents necessary for the performance of the service.
3. All prices are subject to any additional services that may be required on the basis of expenditure or approved cost estimate.
4. All prices for services are net prices plus the applicable statutory value added tax.

#### **IV. Cooperation obligations on the part of the customer**

1. The customer is obliged to provide all necessary device-specific documents in due time prior to the execution of the service, feasibility analyses or cost estimate or to assist in the procurement of these documents. Furthermore, the customer is obliged to send us the sensors to be calibrated in due time.
2. The customer commits to cooperate in each individual case in finding suitable measurement, test procedures, measurement scope, measurement accuracy, specifications, measurement points and arrangements. Likewise, the application of differing decision-making rules or evaluation of the situation in the tolerance field require the customer's notification and cooperation. If the customer fails to state the required measurement procedures, scopes of measurement, specifications, measurement accuracies, measurement points, decision-making rules and other requirements, then we shall be free to select them at our discretion.
3. The customer is obliged to bring the object of the order in a condition suitable for processing. The customer shall allow us to override all access protections and blocks for the duration of the work.

#### **V. Transfer of risk**

1. Delivery and return delivery shall be at the risk and at the expense of the customer. We thus only bear the risk of destruction, loss or damage to the goods as long as the device is on our premises and is no longer within the sphere of influence of the carrier/forwarding agent.
2. If the customer is in default with the collection of the device, the risk of destruction, loss or damage to the goods shall pass to the customer at the beginning of the default, even if the device is still on our premises.