

General Terms and Conditions of Sale

1. § 1 General

1.1. These conditions of sale apply exclusively to entrepreneurs, legal persons under public law or special funds under public law within the meaning of § 310 (1) BGB. Conflicting or differing from our terms and conditions of the supplier, we only accept if we expressly agree in writing to the validity.

2. § 2 Drawings technical documentation and Software

2.1. At all in connection with the placing of the order the customer is given documents, like e.g. We reserve the right of ownership and copyrights for calculations, drawings, software, etc. These documents may not be made accessible to third parties, unless we give the orderer our express written consent.

2.2. If software is included in the scope of delivery, the purchaser is granted a non-exclusive right to use the supplied software including its documentation. The customer may reproduce, revise, translate or convert the object code into the source code only to the extent permitted by law (§§ 69 a ff. UrhG).

3. § 3 Prices and payments

3.1. Unless otherwise agreed in writing, our prices are ex works excluding packaging and plus VAT in the valid amount in euros.
Packaging costs will be charged separately.

3.2. All additional costs, such as freight costs, insurance premiums, export, transit, import and other permits and certifications, shall be borne by the customer.

3.3. Likewise, Customer shall be responsible for all sales taxes, VAT, profit taxes, fees, duties, customs duties and the like levied in connection with the contract against NEUERO, its affiliates, its factories or its personnel.

3.4. If the customer is overdue with an agreed payment, NEUERO is entitled, without prejudice to its statutory rights, to suspend the further execution of the contract, to cease production or to retain the deliveries ready for shipment.

3.5. From the agreed due date, the customer pays the outstanding amount of 4% above the 12-month LIBOR for the contractual reference currency valid on the due date. If the customer is overdue for more than two weeks with a payment or the establishment of an agreed security, the entire payment amount is due immediately.

4. § 4 Delivery time

4.1. The beginning of the delivery time specified by us requires the timely and proper fulfillment of the obligations of the customer.

4.2. If the Purchaser incurs damages due to a delay caused as a result of the Supplier's own fault, he is entitled to demand compensation for the delay, with no further claims being made. It amounts to 0.5% for every full week of delay, but in total not more than 5% of the value of that part of the total delivery.

4.3. If the dispatch or delivery is delayed at the request of the purchaser, storage fees amounting to 0.5% of the invoice amount for each commenced month can be charged, starting one month after notification of readiness for dispatch. The storage fee is limited to 5% of the invoice amount, unless we show higher costs.

4.4. Force majeure, strikes, no fault of our own or one of our suppliers as well as a late delivery of essential components not caused by us shall extend the delivery period by the duration of the hindrance.

5. § 5 Risk during Shipment

5.1. If the goods are despatched to the purchaser at the request of the purchaser, the risk of accidental loss or

accidental deterioration of the goods shall pass to the purchaser upon dispatch to the purchaser, at the latest when leaving the factory / warehouse. This applies regardless of whether the shipment of the goods from the place of performance or who bears the freight costs.

6. § 6 Packing

6.1. In the absence of other mutually agreed agreements, packaging will not be returned.

7. § 7 Installation and commissioning

7.1. The customer is solely responsible for the assembly and commissioning of deliveries. If NEUERO assumes the responsibility for the erection, the supervision of the construction and / or the commissioning of the deliveries, the resulting costs will be charged additionally to the customer.

7.2. If NEUERO is commissioned to supervise the installation without the installation being carried out by NEUERO employees, NEUERO shall only be liable for defects, delays or non-fulfillment of the performance guarantees if the customer proves gross negligence on the instruction and supervision of the local personnel.

7.3. The tools, auxiliary materials and surplus materials provided by NEUERO remain the property of NEUERO and must be returned after completion of the assembly.

8. § 8 Free consultation

A free technical consultation is possible on pre-contractual or contractual obligations. A liability for free advice is excluded in particular with regard to the correctness of the content of the advice on the part of NEUERO.

9. § 9 Taking-over

9.1. The takeover is completed at the latest after 3 months from readiness for dispatch, if the delay is not caused by NEUERO.

9.2. NEUERO provides information and drawings at the latest at the time of delivery, which are necessary to enable the customer to commission, operate and maintain the deliveries.

9.3. NEUERO is not obliged to provide manufacturing drawings of supplies or spare parts.

10. § 10 Inspection

10.1. Use or commissioning of the object of delivery by the customer without the supplier's consent replaces the acceptance. Notifications of defects which should have been asserted at the time of acceptance can no longer be put forward. If one of the contracting parties allows the stipulated acceptance date to lapse by more than 8 days, the delivery item shall be deemed to have been accepted as defect-free against the defaulting customer.

11. § 11 Retention of title

11.1. We reserve title to the delivered goods until complete payment of all claims from the delivery contract. This also applies to all future deliveries, even if we do not always expressly refer to them. We are entitled to take back the purchased item if the customer behaves contrary to the contract.

11.2. The purchaser is obliged, as long as the property has not been transferred to him, to treat the purchased goods with care. In particular, he is obliged to adequately insure these at his own expense against theft, fire and water damage. If maintenance and inspection work has to be carried out, the customer

has to carry it out at his own expense in good time. As long as the ownership has not yet been transferred, the purchaser must notify us immediately in writing if the delivered object is seized or subjected to other interventions by third parties. Insofar as the third party is not in a position to provide us with the court and out-of-court costs of a claim in accordance with § 771 ZPO, the customer is liable for the loss incurred by us.

12. § 12 Warranty and liabilities for defects

- 12.1. Warranty rights of the purchaser presuppose that the purchaser has complied with his duties of inspection and notification of defects according to § 377 HGB.
- 12.2. Claims for defects expire 12 months after the readiness for dispatch of the goods to be delivered by us. For damage claims in case of intent and gross negligence as well as injury to life, body and health, which are based on an intentional or negligent breach of duty of the user, the statutory limitation period applies.
- 12.3. Further claims of the customer, such as loss of production or loss of profit, are excluded. NEUERO is liable to the customer only for the costs of correcting the defect in the delivery.
- 12.4. If, despite all due care, the delivered goods have a defect that was already present at the time of transfer of risk, we will repair the goods, subject to the timely notice of defects at our discretion or replace the goods. We always have the opportunity to provide supplementary performance within a reasonable period of time.
- 12.5. Claims for defects do not exist with insignificant deviation from the agreed condition, with insignificant impairment of the usability, with natural wear or tear as with damages that occur after the transfer of risk as a result of faulty or negligent treatment, excessive use, unsuitable equipment, defective goods, construction work, unsuitable subsoil or due to special external influences that are not required by the contract. If the customer or a third party improperly carries out repair work or changes, there are no claims for defects for these and the resulting consequences.
- 12.6. Claims of the purchaser due to the expenses required for the purpose of subsequent performance, in particular transport, travel, labor and material costs, are excluded insofar as the expenses increase because the goods delivered by us are subsequently transferred to another location the place of business of the Purchaser has been spent, unless the shipment complies with its intended use.

13. § 13 Jurisdiction/ applicable law

- 13.1. This contract and the entire legal relations of the parties are subject to the law of the Federal Republic of Germany to the exclusion of the UN Sales Convention (CISG).
- 13.2. The place of fulfillment is Melle and the exclusive court of jurisdiction for all disputes arising from this contract is Osnabrück, unless the order confirmation states otherwise.