



Terms and conditions of sale, delivery and payment

General

All our offers are based on the following conditions. They apply to all deliveries and services performed by us. Changes and additional agreements are only effective with written confirmation of both contracting parties.

1. offer, contract and price

- 1.1 All offers made by us are subject to these terms and conditions. They are subject to change and non-binding, unless otherwise agreed in writing. Otherwise, the contract shall be concluded by our written order confirmation.
- 1.2 Only our written order confirmation shall be authoritative for the scope of the delivery obligation. We reserve the right to make technical changes during the delivery period which do not affect the function of the delivery items. Regardless of the scope of the order, we reserve the right to make partial deliveries.
- 1.3 The Contractor shall be exclusively entitled to the property rights and copyrights to the documents on which the offers are based. Reproduction and distribution rights are reserved. The offers may not be made accessible to third parties. The drawings and other documents accompanying the offers shall be returned upon request if the contract is not concluded.
- 1.4 Prices refer to the scope of services described in the offer. Prices are calculated according to the type and scope of the offer and shall be adjusted if subsequent changes are requested by the Customer. Insofar as the list prices are calculated based on delivery prices of the suppliers and on the basis of currency parities, customs duties and import fees and this has been expressly made part of the contract, the Contractor shall be entitled to make a proportional price correction after the expiry of 4 months in the event of a change in these calculation data, insofar as a delivery has not yet taken place by then. Exceptions to this are fixed prices, which however require special written agreements. In all other respects, the Contractor may make price changes insofar as deviating quantities are accepted in relation to the order confirmation.

2. terms of payment

- 2.1 All deliveries are to be paid within 30 days from the invoice date net cash free our payment office. For new customers and small amounts, we reserve the right to send cash on delivery / settlement check or invoice in advance.
- 2.2 We are not obliged to accept bills of exchange, remittances or checks in payment. Discount, bill of exchange tax and collection charges shall be borne by the Buyer.
- 2.3 Payments by bills of exchange or checks shall only be deemed to be fulfilled when they are credited to the Contractor's account upon their redemption.
- 2.4 In commercial transactions, the right of retention shall be excluded. Otherwise, the right of retention shall be excluded unless the counterclaim is based on the same contractual relationship.
- 2.5 In the event of default on the part of the Customer, payment of interest on arrears in the amount of 5% above the applicable base interest rate of the European Central Bank shall be deemed to have been agreed.

3. delivery and acceptance

- 3.1 The contractor is obliged to deliver within the scope of the order confirmation. Impossibility or inability to deliver for which the Contractor is not responsible shall release the Contractor from its obligation to deliver. The same shall apply in the event of force majeure, which shall release the Contractor from the obligation to deliver for the duration of its effect.
- 3.2 The delivery period begins with the date of the order confirmation. Delivery periods are non-binding but will be observed as far as possible. Claims for damages due to exceeding the delivery time are excluded.
- 3.3 Transport insurance shall be taken out for invoices of the Customer, unless the Customer expressly objects in writing to the conclusion of such insurance.
- 3.4 In the event of unjustified withdrawal from the contract, the Client shall be obliged to pay the Contractor damages in the amount of the expenses incurred, unless the Client proves that lesser damages were incurred.



4. transfer of risk

- 4.1 The risk of accidental loss or deterioration shall pass to the customer at the latest upon dispatch of the goods to the Customer at the latest. This shall also apply to partial deliveries and in the event that the Contractor has assumed the costs for transport, transport insurance or installation.
- 4.2 It shall be deemed agreed that the risk shall also pass if readiness for dispatch has been given but delivery fails to take place for reasons for which the Contractor is not responsible. A further prerequisite for the transfer of risk is that the Customer has been notified of the readiness for dispatch.

5. notice of complaint

- 5.1 The Contractor shall assume a warranty liability for a period of 12 months from the transfer of risk related to the proper functioning of the delivered goods, but not for defects that are due to incorrect handling. Defects in the delivered goods must be reported in writing immediately, but no later than 14 days after delivery. In all other cases, however, the defects must be reported before resale, processing or installation of the delivered goods.
- 5.2 If the delivered goods are installed by the Contractor, acceptance by the Customer shall take place immediately on site. If acceptance is not declared, the same shall nevertheless be deemed to be fulfilled when the delivered goods are put into operation by the customer. Defects in installation shall be objected to immediately in the presence of the installation engineer or representative of the Contractor. Otherwise, however, warranty claims are excluded after acceptance, unless they concern hidden defects.
- 5.3 In the case of installations carried out by the Contractor, the Contractor shall not be obliged to check preliminary work carried out by third parties and to point out their improper and unprofessional preliminary work. Any claim for damages on the part of the Customer derived from this shall be excluded. Warranty claims of the customer will be handled according to our warranty and repair concept. The warranty concept can be found on our homepage. www.mtcontrols.de

6. retention of title

- 6.1 Delivered goods shall remain the property of the Contractor until payment has been made in full. The Contractor undertakes neither to pledge the delivered goods nor to assign

them by way of security until the transfer of ownership.

- 6.2 If the Customer has resold the goods delivered under retention of title prior to payment, the Customer hereby assigns to the Contractor the claim in the amount of the invoice amount for the delivered goods from the total claims against the third party arising from this sale. The customer shall notify the third party of this assignment at the time of resale.

7. place of performance and jurisdiction

- 7.1 The place of performance and jurisdiction for all disputes arising from this contract is Berlin. In all other respects, German law shall apply exclusively.