



General Terms and Conditions of Delivery from Hydrosonic Technology & Metering GmbH

§ 1 Scope

(1) All deliveries, services, and offers of Hydrosonic Technology & Metering GmbH (hereinafter referred to as "Contractor") are made exclusively on the basis of these General Terms and Conditions of Delivery (GTC). These GTC form an integral part of all contracts that the Contractor concludes with its contractual partners (hereinafter referred to as "Client") regarding the deliveries or services it offers. They also apply to all future deliveries, services, or offers to the Client, even if they are not separately agreed upon again.

(2) Any differing, conflicting, or supplementary terms and conditions of the client or third parties shall not apply, even if the contractor does not expressly object to their validity in a specific case. Even if the contractor refers to a letter containing or referring to the client's or a third party's terms and conditions, this shall not constitute acceptance of those terms and conditions.

(3) Individual agreements made with the client in specific cases (including side agreements, additions or amendments) shall in any case take precedence over these General Terms and Conditions.

§ 2 Offer and conclusion of contract

(1) All offers made by the contractor are non-binding and subject to change unless they are expressly designated as binding or include a specific acceptance period. The contractor may accept orders or commissions within 14 days of receipt.

(2) The written purchase agreement, including these General Terms and Conditions, is the sole basis for the legal relationship between the contractor and the client. It fully reflects all agreements between the contracting parties regarding the subject matter of the contract. Oral promises made by the contractor prior to the conclusion of this agreement are legally non-binding, and oral agreements between the contracting parties are superseded by the written agreement unless expressly agreed otherwise between the contracting parties.

(3) Amendments and modifications to the agreements reached, including these General Terms and Conditions of Sale, require written form to be effective. With the exception of managing directors or authorized signatories, the contractor's employees are not authorized to make oral agreements that deviate from the written agreement. Electronic transmission, in particular by fax or email, is sufficient to satisfy the written form requirement.

(4) Specifications provided by the Contractor regarding the subject matter of the delivery or service (e.g., weights, dimensions, performance characteristics, load-bearing capacity, tolerances, and technical data) as well as representations thereof (e.g., drawings and illustrations) are only approximate unless exact conformity is required for the intended contractual purpose. They are not guaranteed characteristics but rather descriptions or designations of the delivery or service. Deviations that do not affect the intended use, deviations resulting from legal regulations or representing technical improvements, and the replacement of components with equivalent parts are permissible, provided they do not impair the suitability for the intended contractual purpose.



- (5) The Contractor retains ownership and copyright to all offers and cost estimates submitted by him, as well as to all drawings, illustrations, calculations, brochures, catalogs, models, tools, and other documents and aids provided to the Client. The Client may not, without the Contractor's express consent, make these items or their content accessible to third parties, disclose them, use them himself or through third parties, or reproduce them. At the Contractor's request, the Client must return these items in full and destroy any copies made if they are no longer needed by him in the ordinary course of business or if negotiations do not result in a contract. This excludes the storage of electronically provided data for the purpose of standard data backup.
- (6) If, after conclusion of the contract, changes occur to the products and services of the Contractor as a result of their ongoing development, the Contractor is entitled to deliver the modified version, provided that it is at least equivalent in quality to the contractual agreements. We are entitled to deviations from models, samples, plans, illustrations, drawings, descriptions, colors, as well as weight, dimension, and other specifications, provided that the quality and technical operating conditions of the products are not thereby altered.

§ 3 Prices and Payment

- (1) The prices apply to the scope of services and deliveries specified in the order confirmations. Additional or special services will be invoiced separately. Prices are quoted in EUR ex works, excluding packaging, statutory VAT, and, for export deliveries, customs duties, fees, and other public charges.
- (2) If the agreed prices are based on the contractor's list prices and delivery is to take place more than four months after the conclusion of the contract, the contractor's list prices valid at the time of delivery shall apply (in each case less any agreed percentage or fixed discount).
- (3) Invoices are payable within thirty days without any deductions, unless otherwise agreed in writing. The date of payment is the date of receipt by the contractor. Payment by check is excluded unless specifically agreed upon in individual cases. If the client fails to pay on the due date, the outstanding amounts shall accrue interest at 5% per annum from the due date; the right to claim higher interest and further damages in the event of default remains unaffected.
- (4) Offsetting against counterclaims of the customer or withholding payments due to such claims is only permissible if the counterclaims are undisputed or have been legally established or arise from the same order under which the delivery in question was made.
- (5) The Contractor shall be entitled to execute or perform any outstanding deliveries or services only against prepayment or provision of security if, after conclusion of the contract, circumstances become known to him which are likely to significantly impair the creditworthiness of the Client and which jeopardize the payment of the Contractor's outstanding claims by the Client arising from the respective contractual relationship (including from other individual orders to which the same framework agreement applies).



§ 4 Delivery and delivery time

(1) Deliveries are made ex works.

(2) Delivery and performance deadlines and dates indicated by the Contractor are always approximate unless a fixed deadline or date has been expressly promised or agreed upon. If shipment has been agreed upon, delivery deadlines and dates refer, unless expressly stated otherwise by us, to the time of handover to the freight forwarder, carrier, or other third party commissioned with the transport.

(3) Without prejudice to its rights in the event of default by the Client, the Contractor may request from the Client an extension of delivery and performance deadlines or a postponement of delivery and performance dates by the period during which the Client fails to comply with its contractual obligations to the Contractor.

(4) The Contractor shall not be liable for impossibility of delivery or for delivery delays insofar as these are caused by force majeure or other events unforeseeable at the time of conclusion of the contract (e.g., operational disruptions of any kind, difficulties in procuring materials or energy, transport delays, strikes, lawful lockouts, shortages of labor, energy or raw materials, difficulties in obtaining necessary official permits, pandemics or epidemics, official measures, or the failure, incorrectness, or lateness of deliveries by suppliers despite a congruent hedging transaction concluded by the Contractor) for which the Contractor is not responsible. If such events significantly impede or render impossible the Contractor's delivery or performance and the impediment is not merely temporary, the Contractor shall be entitled to withdraw from the contract. In the case of temporary impediments, the delivery or performance deadlines shall be extended or the delivery or performance dates postponed by the duration of the impediment plus a reasonable start-up period. If, as a result of the delay, the acceptance of the delivery or service is unreasonable for the client, he may withdraw from the contract by giving immediate written notice to the contractor.

(5) The contractor is only entitled to make partial deliveries if

- the partial delivery is usable by the client within the scope of the contractual purpose,
- the delivery of the remaining ordered goods is ensured and
- this does not result in any significant additional effort or costs for the client (unless the contractor agrees to bear these costs).

(6) If the Contractor defaults on a delivery or service, or if a delivery or service becomes impossible for him for any reason whatsoever, the Contractor's liability for damages is limited in accordance with Section 8 of these General Terms and Conditions.

§ 5 Place of performance, shipping, packaging, transfer of risk, acceptance

(1) The place of performance for all obligations arising from the contractual relationship is Dachau, unless otherwise agreed. If the contractor is also responsible for installation, the place of performance is the location where the installation is to take place.

(2) The method of shipment and packaging are at the discretion of the Contractor.

(3) If shipment of the goods is agreed upon and the contractor has not undertaken transport or installation, the risk passes to the customer no later than upon handover of the delivery item (whereby the commencement of the loading process is decisive) to the freight forwarder, carrier, or other third party designated to carry out the shipment. If shipment or handover is delayed due to a circumstance attributable to the customer, the risk passes to the customer from the day on which the delivery item is ready for shipment and the contractor has notified the customer accordingly.



(4) Storage costs after the transfer of risk shall be borne by the customer. If storage is carried out by the contractor, the storage costs shall amount to 0.25% of the invoice amount of the goods to be stored per week commenced. The right to claim and prove higher or lower storage costs remains reserved.

(5) The consignment will only be insured by the contractor against theft, breakage, transport, fire and water damage or other insurable risks at the express request and expense of the client.

(6) Where acceptance is required, the goods shall be deemed accepted if

- the delivery and, if the contractor is also responsible for the installation, the installation is completed,
- the contractor has notified the client of this with reference to the deemed acceptance pursuant to this Section 5 (6) and has requested acceptance,
- 10 working days have passed since delivery or installation, or the customer has started using the purchased item (e.g., has put the delivered system into operation), and in this case 10 working days have passed since delivery or installation and
- the client has failed to accept the goods within this period for a reason other than a defect reported to the contractor that renders the use of the goods impossible or significantly impairs it.

§ 6 Warranty, Material Defects

(1) The warranty period is one year from delivery or, if acceptance is required, from acceptance. This period does not apply to claims for damages by the client arising from injury to life, body or health or from intentional or grossly negligent breaches of duty by the contractor or its agents, which are subject to the statutory limitation periods.

be carefully inspected immediately upon delivery to the customer or to a third party designated by the customer. With regard to obvious defects or other defects that would have been apparent upon immediate, careful inspection, the goods are deemed accepted by the customer unless the supplier receives a written notice of defects within 7 working days of delivery. With regard to other defects, the delivered goods are deemed accepted by the customer unless the supplier receives a notice of defects within 7 working days of the date on which the defect became apparent; however, if the defect was already apparent at an earlier date during normal use, this earlier date is decisive for the commencement of the notification period. At the supplier's request, a rejected delivery item must be returned to the supplier freight prepaid. In the case of a justified notice of defects, the supplier will reimburse the costs of the most economical shipping method; this does not apply if the costs increase because the delivery item is located at a place other than the place of its intended use.

(3) In the event of defects in the delivered goods, the contractor shall, at its discretion, initially be obligated and entitled to remedy the defect or provide a replacement within a reasonable period. If this fails, i.e., if remedying the defect or providing a replacement is impossible, unreasonable, refused, or unreasonably delayed, the client may withdraw from the contract or reduce the purchase price appropriately.

(4) If a defect is due to the fault of the contractor, the client may claim damages under the conditions specified in Section 8.



(5) In the event of defects in components from other manufacturers that the Contractor cannot remedy for licensing or practical reasons, the Contractor shall, at its discretion, either assert its warranty claims against the manufacturers and suppliers on behalf of the Client or assign these claims to the Client. Warranty claims against the Contractor for such defects exist, subject to the other conditions and provisions of these General Terms and Conditions of Sale, only if the legal enforcement of the aforementioned claims against the manufacturer and supplier has been unsuccessful or is futile, for example, due to insolvency. The statute of limitations for the Client's relevant warranty claims against the Contractor shall be suspended for the duration of the legal proceedings.

(6) The warranty is void if the client modifies the delivered item or has it modified by a third party without the contractor's consent, and this renders the rectification of defects impossible or unreasonably difficult. In any case, the client shall bear any additional costs incurred for rectifying defects as a result of the modification.

(7) Any delivery of used goods agreed upon with the customer in a specific case is made excluding any warranty for defects.

§ 7 Protective Rights

(1) The Contractor warrants, in accordance with this Section 7, that the delivered item is free from third-party industrial property rights or copyrights. Each Contracting Party shall immediately notify the other Contracting Party in writing if claims are asserted against it for infringement of such rights.

(2) If the delivered item infringes a third party's industrial property right or copyright, the Contractor shall, at its own discretion and expense, either modify or replace the delivered item in such a way that no third-party rights are infringed, while the delivered item continues to fulfill the contractually agreed functions, or procure the right of use for the Client by concluding a license agreement with the third party. If the Contractor fails to do so within a reasonable period, the Client shall be entitled to withdraw from the contract or to reduce the purchase price appropriately. Any claims for damages by the Client shall be subject to the limitations of Section 8 of these General Terms and Conditions of Sale.

(3) In the event of infringements of rights by products of other manufacturers supplied by the Contractor, the Contractor shall, at its discretion, either assert its claims against the manufacturers and upstream suppliers on behalf of the Client or assign them to the Client. Claims against the Contractor in these cases exist in accordance with this Section 7 only if the legal enforcement of the aforementioned claims against the manufacturers and upstream suppliers has been unsuccessful or is futile, for example, due to insolvency.

§ 8 Liability for damages due to negligence

(1) The Contractor's liability for damages, regardless of the legal basis, in particular for impossibility, delay, defective or incorrect delivery, breach of contract, breach of duties during contract negotiations and tort, is limited in accordance with this Section 8, insofar as fault is a prerequisite in each case.

(2) The Contractor shall not be liable in cases of simple negligence on the part of its officers, legal representatives, employees, or other agents, unless such negligence constitutes a breach of essential contractual obligations. Essential contractual obligations include the obligation to deliver and install the goods on time, to ensure that the goods are free from defects of title and from defects that more than insignificantly impair their functionality or usability, and to provide advisory, protective, and custodial services intended to enable the Client to use the goods in accordance with the contract or to protect the life and health of the Client's personnel or the Client's property from significant damage.



(3) To the extent that the Contractor is liable for damages pursuant to Section 8 (2), such liability is limited to damages that the Contractor foresaw as a possible consequence of a breach of contract at the time of conclusion of the contract or that the Contractor should have foreseen by exercising due diligence. Indirect and consequential damages resulting from defects in the delivered item are only recoverable to the extent that such damages are typically to be expected when the delivered item is used as intended. The foregoing provisions of this paragraph 3 do not apply in the case of intentional or grossly negligent conduct by members of the Contractor's governing bodies or senior management.

(4) In the event of liability for simple negligence, the Contractor's liability for property damage and resulting consequential financial losses shall be limited to an amount of EUR 1 million per claim, even if the breach involves essential contractual obligations.

(5) The foregoing exclusions and limitations of liability shall apply to the same extent in favor of the Contractor's officers, legal representatives, employees and other agents.

(6) Insofar as the Contractor provides technical information or advice and such information or advice is not part of the contractually agreed scope of services owed by him, this shall be done free of charge and without any liability.

(7) The limitations of this Section 8 shall not apply to the Contractor's liability for intentional misconduct, for guaranteed characteristics, for injury to life, body or health or under the Product Liability Act.

§ 9 Retention of Title

(1) The retention of title agreed below serves to secure all current and future claims of the Contractor against the Buyer arising from the supply relationship between the Contracting Parties concerning the Contractor's products (including balance claims from a current account relationship limited to this supply relationship).

(2) The goods delivered by the contractor to the buyer remain the property of the contractor until full payment of all secured claims. The goods, as well as any goods that replace them under the following provisions and are subject to the retention of title, are hereinafter referred to as "reserved goods".

(3) The buyer shall hold the goods subject to retention of title in safe custody for the contractor free of charge.

(4) The buyer is entitled to process and sell the goods subject to retention of title in the ordinary course of business until the occurrence of an event of default (paragraph 9). Pledging and assignment by way of security are not permitted.

(5) If the goods subject to retention of title are processed by the buyer, it is agreed that the processing shall be carried out in the name and for the account of the contractor as manufacturer, and the contractor shall directly acquire ownership or – if the processing involves materials belonging to several owners or the value of the processed item is higher than the value of the goods subject to retention of title – co-ownership (fractional ownership) of the newly created item in proportion to the value of the goods subject to retention of title relative to the value of the newly created item. In the event that such acquisition of ownership by the contractor should not occur, the buyer hereby assigns its future ownership or – in the aforementioned proportion – co-ownership of the newly created item to the contractor as security. If the goods subject to retention of title are combined or inseparably mixed with other items to form a single item, and one of the items is to be regarded as the principal item, so that the contractor or the buyer acquires sole ownership, the party to whom the principal item belongs shall assign to the other party proportionate co-ownership of the single item in the ratio specified in sentence 1.



(6) In the event of resale of the goods subject to retention of title, the buyer hereby assigns to the contractor, as security, the resulting claim against the purchaser – in the case of co-ownership of the goods subject to retention of title by the contractor, proportionally according to the co-ownership share. The same applies to other claims that replace the goods subject to retention of title or otherwise arise with respect to the goods subject to retention of title, such as insurance claims or claims arising from tort in the event of loss or destruction. The contractor revocably authorizes the buyer to collect the claims assigned to the contractor in the buyer's own name. The contractor may revoke this authorization to collect only in the event of enforcement proceedings.

(7) If third parties seize the goods subject to retention of title, in particular by way of attachment, the buyer shall immediately inform them of the contractor's ownership and notify the contractor accordingly to enable the contractor to enforce its ownership rights. If the third party is unable to reimburse the contractor for the resulting legal or extrajudicial costs, the buyer shall be liable to the contractor for these costs.

(8) The Contractor shall release the goods subject to retention of title, as well as any items or claims that replace them, to the extent that their value exceeds the amount of the secured claims by more than 50%. The Contractor shall have the right to select the items to be released.

(9) If the contractor withdraws from the contract due to the buyer's breach of contract – in particular default of payment – (case of realization), he is entitled to demand the return of the goods subject to retention of title .

§ 10 Confidentiality, Data Protection, Secrecy

(1) The Contractor undertakes to treat all information obtained or generated during the performance of the calibration activities as protected information and to keep it confidential. This does not apply to information that has already been made publicly available by the Client or for which a different written agreement has been made between the Contractor and the Client.

(2) Information about the client obtained from third parties (e.g., from complainants or regulatory authorities) will be treated as strictly confidential between the client and the contractor. The identity of the source of the information will not be disclosed to the client without the source's express consent.

§ 11 Final Provisions

(1) If the client is a merchant, a legal entity under public law, or a special fund under public law, or if the client has no general place of jurisdiction in the Federal Republic of Germany, the place of jurisdiction for all disputes arising from the business relationship between the contractor and the client shall be, at the contractor's option, either Dachau or the client's place of business. However, for actions against the contractor, Dachau shall be the exclusive place of jurisdiction in these cases. Mandatory statutory provisions regarding exclusive places of jurisdiction remain unaffected by this provision.

(2) The relationship between the contractor and the client shall be governed exclusively by the laws of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) shall not apply.

(3) Insofar as the contract or these General Terms and Conditions contain gaps, those legally effective provisions shall be deemed agreed upon which the contracting parties would have agreed upon in accordance with the economic objectives of the contract and the purpose of these General Terms and Conditions if they had been aware of the gap.