

General Terms and Conditions (GTC)

HoloMetrix GmbH, Wixhäuser Str. 23, 64390 Erzhausen

Note: We would like to inform you that only the German version of this document (AGB's) is legally binding (see § 10 Other). The present English version serves exclusively for better understanding.

§ 1 Scope

1. The following terms and conditions govern the contractual relationship between HoloMetrix GmbH and the Customer. They apply exclusively to all deliveries and services unless deviating terms and conditions have been agreed in writing.
2. Services and deliveries Terms and conditions of sale shall apply exclusively to businessmen, legal entities under public law or special funds under public law within the meaning of Section § 310 (1) of the German Civil Code (BGB). We shall only recognize terms and conditions of the customer that conflict with or deviate from our terms and conditions of sale if we expressly agree to their validity in writing.
3. The invalidity of individual contract contents does not affect the legal validity of the remaining contract.

§ 2 Offer and offer documents

1. Our offers are valid for 14 days, unless they have a different period of validity. The period begins with the date of the respective offer.

§ 3 Provided documents

1. We reserve the property rights and copyrights to all documents provided to the Purchaser in connection with the placing of the order - also in electronic form - such as calculations, drawings, etc..
2. These documents may not be made accessible to third parties unless we give the customer our expressed written consent to do so.
3. Insofar as the Purchaser does not accept our offer within the period of § 2, all documents physically handed over shall be returned to us immediately and all electronic documents shall be deleted.

§ 4 Conclusion of contract

1. Orders of the customers are valid only with explicit confirmation by us in the form of an order confirmation.

§ 5 Prices and payment

1. Our prices are in euros (€) excluding the statutory value added tax (net prices). Costs of packaging and transport will be invoiced separately.

2. Payment of the purchase price must be made exclusively to the account listed on the invoice. Invoice amounts are due for payment immediately without deduction upon receipt of the invoice.
3. Unless a fixed price agreement has been made, reasonable price changes due to changes in labor, material and distribution costs are reserved for deliveries made 3 months or later after conclusion of the contract.

§ 6 Delivery and delivery time

1. The start of the delivery period stated by us presupposes the timely and proper fulfillment of the purchaser's obligations. We reserve the right to plead non-performance of the contract.
2. If the customer is in default of acceptance or culpably violates other obligations to cooperate, we shall be entitled to demand compensation for the damage incurred by us in this respect, including any additional expenses. We reserve the right to assert further claims. If the above conditions are met, the risk of accidental loss or accidental deterioration of the purchased goods shall pass to the customer at the point in time at which the customer is in default of acceptance or debtor's delay.
3. Delivery is ex works.
4. The promise of a delivery time is subject to unforeseeable production disruptions as well as correct and timely self-delivery.
5. In the event of a delay in delivery not caused by us intentionally or through gross negligence, we shall be liable for each completed week of delay within the scope of a lump-sum compensation for delay in the amount of 0.5% of the delivery value, however, not more than 12.5% of the delivery value.
6. Further legal claims and rights of the purchaser due to a delay in delivery remain unaffected.

§ 7 Transfer of risk during shipment

1. If the goods are sent to the Purchaser at the Purchaser's request, the risk of accidental loss or accidental deterioration of the goods shall pass to the Purchaser upon dispatch to the Purchaser, at the latest upon leaving the factory/warehouse.
2. This applies regardless of whether the goods are shipped from the place of fulfillment or who bears the freight costs.

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§ 8 Reservation of ownership

1. We reserve ownership of the delivered item until full payment of all claims arising from the delivery contract. This shall also apply to all future deliveries, even if we do not always expressly refer to this. We shall be entitled to take back the object of sale if the customer acts in breach of contract.
2. As long as the ownership has not yet passed to him, the purchaser is obliged to treat the object of sale with care. As long as the ownership has not yet passed to him, the purchaser has to inform us immediately in writing if the delivered object is seized or exposed to other interventions of third parties. Insofar as the third party is not in a position to reimburse us for the court and out-of-court costs of an action pursuant to § 771 ZPO (German Code of Civil Procedure), the purchaser shall be liable for the loss incurred to us.
3. The customer is not entitled to resell the delivered goods, including software or services.

§ 9 Warranty and notice of defects as well as recourse/ manufacturer regress

1. Warranty rights of the Purchaser require that the Purchaser has duly complied with its obligations to inspect the goods and to give notice of defects pursuant to § 377 of the German Commercial Code (HGB).
2. Claims for defects shall become statute-barred 12 months after delivery of the goods supplied by us to our customer. The statutory limitation period shall apply to claims for damages in the event of intent and gross negligence as well as in the event of injury to life, body and health which are based on an intentional or negligent breach of duty by the user.
3. Our consent must be obtained prior to any return of the goods.
4. If, despite all due care, the delivered goods have a defect which was already present at the time of the transfer of risk, we shall, at our discretion, either repair the goods or deliver replacement goods, subject to timely notification of defects. We shall always be given the opportunity to remedy the defect within a reasonable period of time. Claims under a right of recourse shall remain unaffected by the above provision without restriction.
5. Claims for defects shall not exist in the case of only insignificant deviation from the agreed quality, in the case of only insignificant impairment of the usability, in the case of natural wear and tear as well as in the case of damage which occurs after the transfer of risk as a result of incorrect or negligent handling, excessive stress, unsuitable operating resources or due to

special external influences which are not assumed under the contract. If the purchaser or third parties carry out improper repair work or modifications, there shall also be no claims for defects for these and the resulting consequences.

6. Claims of the customer for expenses incurred for the purpose of supplementary performance, in particular transport, travel, labor and material costs, are excluded insofar as the expenses increase because the goods delivered by us have subsequently been taken to a place other than the customer's place of business, unless the transfer is in accordance with their intended use.

§ 10 Other

1. This contract and the entire legal relationship between the parties shall be governed by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).
2. Place of performance and exclusive place of jurisdiction and for all disputes arising from this contract is our place of business.
3. All agreements made between the parties for the purpose of executing this contract are set out in writing in this contract.