

## **General sales conditions of JETI Technische Instrumente GmbH, hereinafter referred to as JETI**

### **1. General**

- 1.1. Customers within the meaning of the terms and conditions are entrepreneurs. Entrepreneurs are natural or legal persons or partnerships with legal personality acting in the exercise of a commercial or independent professional activity.
- 1.2. The terms and conditions apply to all current and future business relationships with the same customer. Differing, conflicting or additional terms and conditions are, even with knowledge, not part of the contract, unless their validity is expressly agreed in writing by JETI.
- 1.3. If individual provisions of the contract should be wholly or partially invalid, the validity of the remaining provisions shall not be affected. The fully or partially ineffective regulation can be replaced by JETI with a regulation whose economic success comes as close as possible to the ineffective regulation.

### **2. Conclusion of contract**

- 2.1. All offers from JETI are subject to change. The written order confirmation from JETI is decisive for the Contract. Oral statements by representatives and employees, oral agreements and subsequent contract shall be effective only if confirmed in writing by JETI. The cancellation of the written form requirement requires the written form.
- 2.2 Technical data, specifications, drawings, weights, dimensions, descriptions, etc. in offers, price lists, data sheets and other printed materials are generally only approximations, unless a certain condition is expressly agreed.
- 2.3 For all cost estimates, drawings and other documents JETI retains the ownership and copyright. They may not be made accessible to third parties.
- 2.4 The contract will be subject to the proper and timely delivery by suppliers of JETI, if the delivery is not the fault of JETI, especially in a congruent hedging transaction with the supplier by JETI. The customer is informed of the unavailability of the service.
- 2.5 JETI may withdraw from a bid or withdraw from the contract if the customer is in arrears with the payment, if a credit standing is unsatisfactory or if other hazards exist for the due performance by the customer.

### **3 Price and payment terms**

- 3.1 The prices of JETI are ex place of delivery without the valid sales tax. The only currency accepted by JETI to settle the invoices issued by JETI is Euro (€).  
Launch customer is solely a payment in advance, unless otherwise agreed. The payment period is 30 days strictly net.
- 3.2 If the customer exceed the agreed payment, the customer is required to pay customary bank interest rates.
- 3.3 Before payment of due invoice amounts including interest JETI is not required to make any further delivery under any contract.
- 3.4 The set-off by the customer is excluded unless it is legally established or recognized by JETI claims.
- 3.5 The customer can only exercise a right of retention if his counterclaim is based on the same contractual relationship.

### **4. Delivery arrangements**

- 4.1 Delivery is ex works according to Incoterms 2020.
- 4.2 Delivery dates and periods are binding. The delivery does not begin before complete clarification of the technical details of the contract, the agreed documents and / or deposit receipt and fulfillment of other obligations of the buyer.
- 4.3 JETI is entitled to partial deliveries and partial services at any time.

### **5. Shipping**

- 5.1 The risk of accidental loss and accidental deterioration passes with the delivery, the dispatch of purchase with the delivery of goods to the shipper, the carrier or otherwise to execute the dispatch person or institution to the customer. This also applies in the case of partial deliveries or in case of delivery free of charge. The right to choose the means of transport is at JETI.
- 5.2 The cost of shipping, particularly costs, customs fees, packing and any insurance costs is borne by the customer. This also applies for any additional freight, if express mail, parcels or an advance provision of a partial delivery is prescribed for some reason.
- 5.3 Shipping damage and loss of transmission modes recognized by the customer must be reported to JETI immediately.

### **6. Retention of title**

- 6.1 JETI remains title to all itmes delivered (reserved goods), even when delivery abroad, until the customer has settled all claims from an ongoing business relationship, in particular transport and all receivables.
- 6.2 If processing with not JETI belonging goods, JETI acquires part ownership of the new object in proportion to the

value of the delivered goods to the other items processed by JETI. The result due to processing or mixing new treated the same as goods covered by this scheme.

6.3 The customer is entitled to resell the goods in the ordinary course of business, but not to pledge them or to transfer them as security. The customer hereby assigns to JETI all claims in the amount of the invoice amount that arise from the resale. JETI accepts the assignment. The customer remains authorized until the claim is collected. JETI reserves the right to collect the claim itself as soon as the customer defaults on payment.

6.4 The customer is obliged to notify JETI immediately of any third-party access to the goods, for example in the event of a seizure or any damage or destruction of the goods. The third party and enforcement bodies are to be informed by the customer of JETI's property. The customer must immediately inform JETI of a change of ownership of the goods as well as a change of business location.

## **7. Delay, failure**

7.1 The customer has the obligation to pay in addition to the primary requirement to pick up the purchased item. The customer comes with the decrease in default if not agreed within two weeks after notice of readiness or completion of work the subject matter decreases.

7.2 If the customer is in arrears with payment and / or acceptance or violates contractual obligations, JETI can exercise rights, e.g. withdrawal, compensation, assert. A breach of contract also includes a delay in payment by the customer as well as a breach of obligations of paragraph 6. In the event that compensation is asserted, JETI is entitled to demand either the damage actually incurred or 30 % of the agreed price as flat-rate compensation. The customer is free to prove lower damage.

7.3 The customer bears the costs arising at JETI from the withdrawal, in particular transport and storage costs.

7.4 If the requirements of section 7.1 are met, the remaining debt is payable immediately. Granted special privileges lapse retroactively. For discount applicable the current price list is valid.

7.5 The customer has to pay interest at a rate of 8% above the base rate. The proof and claim higher damages remains reserved.

## **8. Warranty**

8.1 The display of physical and / or legal defects must be in writing.

8.2 For a minor breach of contract, especially minor defects, the customer has no right of rescission.

8.3 The right of choosing the way of supplementary performance pursuant to § 439 (1) BGB (repair or replacement) is to JETI. The cost of rectification shall JETI, provided that this does not impose a disproportionate load.

8.4 The assignment of deficiency claims of the direct customer of JETI is prohibited.

8.5 Complained goods are to be sent to JETI free of postage, stating the customer number, invoice number and order number. If the goods are actually defective, the postage for the cheapest shipping method will be reimbursed by JETI.

8.6 The warranty claims expire 2 years after delivery. For claims for damages according to paragraph 9.1. the statutory deadlines apply.

8.7 With regard to the quality of the goods, only the manufacturer's product description is considered as agreed.

8.8 If the operating or maintenance instructions from JETI are not followed by the customer, changes are made to the services, parts are replaced or products are opened, all warranty claims are void. The same applies if the services of JETI are not used in accordance with the contract or are used together with third-party services or if the defect in the service is based on design documents or other templates provided by the customer.

8.9 The customer does not receive any guarantees in the legal sense from JETI. Manufacturer guarantees remain unaffected.

## **9. Liability**

9.1 For damage that has not occurred to the delivery item itself, JETI shall only be liable for breach of contractual or non-contractual obligations in the event of intent or gross negligence, culpable injury to body, life or health, due to malice or from an assumed guarantee.

9.2 Claims under the Product Liability Act remain unaffected.

9.3 The responsibility for data loss is limited to the cost of restoration that would typically have occurred at regular and risk of the backup clients. If the customer violates his under section 10.3. described duty shall be liable for any resulting damages JETI not.

## **10. Software Rights**

10.1 In software, the changes, additions, enhancements and related documentation that is part of the supply of JETI or delivered later, the customer receives a perpetual, non-transferable and non-exclusive license to the internal operation of the service. JETI remains the sole owner of copyright.

10.2 The simultaneous storage or use of information provided by JETI software on more than one hardware is prohibited. The customer may not modify this software, copy or otherwise reproduce. The making of a backup copy

marked as such is permitted.

10.3 The customer undertakes to prevent unauthorized access by his employees and other third parties to the software supplied, as well as the associated documentation, by taking suitable precautions, in particular keeping the original data carrier and the backup copies in a location that is secure against access.

#### **11. Final Provisions**

11.1 The law of the Federal Republic of Germany applies. The UN Sales Convention shall not apply.

11.2 The place of performance for the respective delivery is Jena.

11.3 The exclusive venue for all disputes from this contract is 07745 Jena. The same applies if the customer has no general jurisdiction in the Federal Republic of Germany or if business or habitual residence at the time of action are not known.

Jena, June 2020