



Precitec Optronik GmbH

General Conditions for Supply and Delivery

Any purchasing provisions of the customer shall only apply if expressly approved by us in writing.

Defects

1. Entitlement to claims for defects shall only be deemed valid if the customer has already fulfilled his obligations as regards inspection and notification of defects in accordance with § 377 HGB (GCD, German Commercial Code).
2. If a defect exists, we may opt for retrospective performance in the form of either defect rectification or replacement delivery.
3. If subsequent improvement by us should prove unsuccessful, the customer may withdraw from the contract or reduce the purchase price, although he has only the right to reduce the price in the case of our insignificant lack of conformity with the contract.
4. The right of the customer to claim damages due to any breach of delivery obligations for delivery of non-defective goods on our part shall be determined in accordance with the content in the paragraph entitled "Liability".
5. The guarantee period amounts to 1 year from delivery ex-works Neu-Isenburg, provided that no longer limitation period has been previously specified.

Liability

1. The customer has no claim for damages based on whatever legal reason, including infringement of duties arising in connection with the contract or tort.
2. This does not apply if liability is based on the German Product Liability Act ("Produkthaftungsgesetz"), intent, gross negligence on the part of the owners, legal representatives or executives, fraud, failure to comply with a guarantee granted, negligent injury to life, limb or health, or negligent breach of a fundamental condition ("wesentliche Vertragspflichten"). However, claims for damages arising from a breach of a fundamental condition of contract shall be

limited to the foreseeable damage which is intrinsic to the contract, provided that no other of the above case applies, assuming that the reasonably foreseeable damage which is intrinsic to the contract will not exceed the purchase price.

Retention of title

We shall retain the title to all goods delivered by us until complete settlement of the accounts receivable arising from the contractual relationship with the customer has occurred. The purchaser shall retain possession of the reserved goods, without remuneration from us.

This contract is subject to the material laws of the country of the supplier, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG) of 11.04.1980. The courts at the place of the supplier's registered place of business shall have venue and jurisdiction.

Unless otherwise stated, the the General Conditions for the Supply of Products and Services of the Electrical and Electronics Industry (ZVEI) shall apply, which will be provided on request

Subject to change without notice

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