

## General Business Conditions

### 1. Execution and contract content

- 1.1 Contracts shall arise from written confirmation of purchase orders and shall be based on the following conditions, regardless of whether the same are expressly referred to. Contradicting terms shall be void. The customer agrees, at the latest at the time of the acceptance of delivery, to the incorporation of these terms.
- 1.2 All offers are subject to confirmation. All amendments to the offer require to be confirmed by us in writing.
- 1.3 The customer is only entitled to assign his rights with our prior approval in writing.
- 1.4 Except otherwise agreed in writing, any delivery will take place EXW Langenhagen (Incoterms® 2020) place of performance.
- 1.5 Our fulfilment of contract is conditioned to the compliance with national or international foreign trade legislation regulations, embargos and/or any other sanctions.

### 2. Price

- 2.1 Our prices exclude costs for packaging, insurance, dispatch and value added tax. In the event that an offer does not contain a reference to price, the applicable price shall be the price set out in the relevant price list. Packaging costs incurred shall be charged to the customer on a real costs basis.
- 2.2 When our costs increase by more than 10% via uncontrollable factors, we shall be entitled to impose a corresponding increase in our price for deliveries falling due after 4 months of the execution of the contract.
- 2.3 We shall be entitled to require advance payments or payments via letter of credit when the same is stipulated in the relevant offers.

### 3. Provisions

- 3.1 Provisions have to be supplied free of charge (Incoterms 2020: DDP Langenhagen). Returns are sent EXW Langenhagen (Incoterms 2020). Provisions have to be clearly marked as such and all safety sheets, if specified, must be included.

### 4. Dispatch and packaging

- 4.1 Insurance of goods shall always be undertaken in the name and on behalf of the customer. Insofar as the insurance costs exceed 500 EUR, we shall be entitled to require a reasonable advance payment of costs.
- 4.2 Transportation shall only be insured when the customer requires the same and the insurance shall follow the conditions of our General Insurance Coverage for Transport.
- 4.3 The type of packaging is packing for air freight transport depending on the method of dispatch.
- 4.4 Delayed pick-up or shipping of goods (more than a calendar month after declared readiness for dispatch) upon customer request will lead to storage charges in the amount of 0.5% of the actual costs, however, no more than 10% of the total amount due.

### 5. Advance payments

- 5.1 In the event that circumstances arise which indicate that the purchaser's financial condition has deteriorated, including but not limited to cases of dissatisfaction of outstanding bills or dishonour of bills of exchange or cheques, outstanding deliveries shall only be carried out against advance payment.
- 5.2 If advance payment fails or remains outstanding, despite the provision of a reasonable time extension, which should not extend 8 working days, we shall be entitled to rescind from all contracts. We shall in addition be entitled to claim damages for unfulfilled contracts (at a lump sum amounting to the difference between the sale and purchase prices).

### 6. Obligations with regard to quality of goods

- 6.1 Contractual obligations on quality arise primarily from the specifications corresponding to the relevant offer. We shall further deliver goods which are compliant with the state-of-the-art. Nevertheless, we shall only be obliged to adhere to technical standards when the same are expressly referred to in the offer. In general goods include instructions for installation, operating and maintenance in English.
- 6.2 Statements regarding application contained in our authorised publications e.g. prospects or presentation on webpages shall be understood to be merely examples of application and not as advice resulting in contractual obligations on quality.
- 6.3 Should the customer intend to apply the goods for purposes not expressly described in the technical specification or product instruction, he has to ascertain the suitability of the goods via exhaustive tests.
- 6.4 Compliance with health and safety regulations pertaining to product safety and safety at the workplace depends on the concrete methods of application and is the customer's responsibility.
- 6.5 Technical advice given on application and processing possibilities of our product upon the customer's request as well as all statements related thereto do not constitute any advertising to influence the purchase of any product. Such advice shall be deemed to be non-binding recommendations only.

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- 6.6 The customer is obliged to inform the vendor about the standards and regulations of his business location or place of delivery if of any importance for the distribution

## **7. Obligations with regard to design**

- 7.1 Stipulated by the confirmed order we may provide the customer with design services. We shall render these services compliant with the state-of-the-art strictly based on the information provided by the customer. Nevertheless, we shall only be obliged to adhere to technical standards when the same is expressly referred to in the offer.
- 7.2 In case of non-conforming of services with the state of the art we will refund the fee for services. Any further claims of the customer are excluded in particular any claim for consequential damages e.g. loss of profits. We are not liable for design services being fit for a particular purpose to which the customer intends to put them, but which is not expressly agreed between us and the customer.
- 7.3 The customer is obliged to inform the vendor about standards and regulations of his business location or place of delivery if of any importance for the distribution.

## **8. Other obligations**

- 8.1 Unless otherwise agreed the customer shall undertake to procure permits, approvals or consents required for the export of the Goods. We are entitled to terminate any contract in whole or in part without compensation in favour of the customer, if the required export permits, approvals or consents are not granted by the authorities within appropriate time.
- 8.2 We are not obliged to perform any additional obligations not mentioned in these terms and conditions or in the relevant contract expressly. In particular we are not obliged to insure the goods, to procure certificates or documents not expressly agree upon or other formalities or to procure customs clearance, to bear levies, dues, taxes, duties and other charges accruing outside the Federal Republic of Germany or to comply with weight and measuring systems, packaging, labelling or marking requirements applicable outside the Federal Republic of Germany.

## **9. Transfer of risk**

- 9.1 Risk shall be transferred to the customer upon dispatch. In the event that the goods are collected by the customer, risk shall transfer at the moment that the goods leave our warehouse in Hanover.
- 9.2 The customer shall note all transportation losses or mistakes upon receipt of the bill of lading and revert immediately to us with a copy of the same.
- 9.3 The customer bears the risk of the goods until the return of the goods to our warehouse in Hanover.

## **10. Terms of delivery**

- 10.1 The time of delivery shall not be of the essence and is only fixed when so endorsed in writing.
- 10.2 Compliance with the terms of delivery requires the in-time receipt of all mandatory customer documents such as approvals and deregulations especially for blueprints and development of needed components as well as the adherence to agreed conditions of payment and other promises through the customer. In case of a non-punctual compliance with those requirements the delivery times are extended accordingly, the customer is held responsible for all additional costs and expenditures.
- 10.3 In the event that we are prevented from fulfilling our obligations by unavoidable and unforeseen circumstances, the delivery time is extended for the duration of the hindrance. This will also apply in the event of labour disputes, disruptions in our operations or those of our suppliers (insofar as we are not able to secure a replacement within an appropriate period), business interruption at our consignors, and business interruption through civil actions or traffic obstruction. In case the fulfillment of our services is hindered by any of the aforementioned reasons, we are freed from the obligation to provide such towards the customer, without liability. In case the customer proves that such delivery is not of his interest anymore, he may refrain from all further contract obligations.

## **11. Retention of title**

- 11.1 We shall retain title in all goods delivered to the customer (reserved goods) until such time as all contractual obligations owed to us have been fulfilled. The customer is obliged to keep such reserved good separately stored and marked.
- 11.2 All delivered goods shall only be disposed within the ordinary course of business. The right of further disposal is extinguished when payment is in arrears. All disposals which would endanger our rights including the transfer of interests and pledging are forbidden. All claims arising from such disposal is hereby transferred to us. In the event that reserved goods are disposed together with other goods, the customer shall transfer a claim in the full value of the reserved goods to us. In the case of goods manufactured from reserved goods, we shall have a claim of the value of the reserved goods.
- 11.3 The customer hereby grants us the right of entry into business premises in which reserved goods are stored for the purposes of inspection, removal or effecting a suitable means of security, as the need may be. In such cases, the costs of realisation shall be paid from the realised monies.
- 11.4 In the event that the securities securing our claims increase in value by more than 20%, the customer is entitled to a corresponding release in security.

11.5 The customer is obliged to immediately consign to us all necessary documentation arising from of any third party access to the reserved goods or transferred claims. The customer shall bear the costs of such third party interventions.

## 12. Payment

- 12.1 All bills are immediately outstanding and shall be settled within 10 days for service and 30 days for products without any deduction.
- 12.2 When the dateline for payment is exceeded, we shall, subject to further damages, be entitled to payment of interest at the prevailing normal bank rates, but at the least at a rate of 9% over the base interest rate.
- 12.3 Upon the occurrence of payment in arrears in the course of continuing business relations, we shall be entitled to demand for payment of all outstanding payments and to request for advance payment for outstanding deliveries.
- 12.4 The customer is only entitled to offset or withhold sums against our payment claims when the same have been expressly admitted in writing or judicially established.

## 13. Warranty for defects

- 13.1 The customer is obliged to check our delivery items for deficiencies immediately after their delivery. Spot tests in the context of this inspection are advised to be undertaken.
- 13.2 The Buyer or its sub purchaser shall be obliged to examine the goods for any visible non-conformity in terms of quantity and quality within a reasonable period of time; any notice shall be considered submitted in due course if it is received by the supplier within a period of 5 workdays from the receipt of goods (at their place of delivery) or, in the case of hidden defects, from the detection of such defects. Notice must be given either by mail, telefax or E-Mail.
- 13.3. We must receive written notification immediately in case of any objections in regards to incomplete or incorrect deliveries or deficiencies as defined in 13.1. The regarded and faulty items must be returned to us on demand. Hidden defects, which could not be detected in spot tests, are to be disclosed directly after their discovery. Untimely notification of such objections or deficiencies means approved delivery, excluding any claims for incomplete, incorrect or faulty deliveries.
- 13.4 Obligation to inspect also extends to the delivery of shortfalls or excess quantities.
- 13.5 No liability will be assumed for certain characteristics or features unless they have been explicitly approved by us in writing.
- 13.6 In case of occurrence of defective or faulty delivery items within the statutory period of warranty rights of 12 months, considered from the delivery date, we obtain the right to choose whether to replace the defective item or to offer repair. In case only parts of a whole delivery are affected, the customer cannot demand full replacement but only the replacement of the certain part.
- 13.7 In case of elapsed respite caused by Telemetry Services GmbH, without replacement delivery or removal of defects or failure of removal of defects carried out, the customer is entitled to either refrain from the contract or is granted the right of abatement. Cancellation of the contract is excluded unless the defect exceeds 20% of the whole delivery or if the defect leads to a substantial malfunction of the delivered items.
- 13.8. Expenditures for the delivery of an object free from defects are our responsibility to the full extend insofar as the delivery of such object occurs at the place of delivery noted in the delivery contract. Costs which may arise due to delivery items being moved to a diverse place of delivery are to be borne by the customer.
- 13.9. We do not assume liability for the usability of the products, insofar as nothing else has been explicitly assured in writing.
- 13.10. No customer statutory warranty rights exist, if
  - (i) defects occur as a result of incorrect treatment or overstraining through the customer or its sub purchaser;
  - (ii) the customer disregards our statutory installation and treatment instructions unless the defect cannot be reasoned with non-observance of the aforementioned;
  - (iii) the delivery item was manufactured based on customer specifications, especially on drawings he delivered and the defect of the delivery item can be traced back to those drafts/ drawings.
  - (iv) we solved a customer construction task which was on par with the state-of-the-art of science and technique at that time.
- 13.11. If the customer files a claim against us and if this claim turns out to be void as no defect can be found or the defect claimed is based on a circumstance which does not bound us to express warranty it is the customer's responsibility to reimburse Telemetry Services GmbH for any expenses incurred.

## 14. Liability

- 14.1 Except for liability for physical injury, our liability for damages caused by faulty goods is limited (in reason and in amount) to foreseeable damages, except in instances of deliberate or gross negligence. Insofar as any damage caused is foreseeable, our liability is limited within the boundaries of services to the limitations of the product liability insurance, except in cases of deliberate or gross negligence. We shall be exclusively liable for fundamental breaches of contract, except in cases of physical injury or deliberate or gross negligence.
- 14.2 We undertake no vicarious liability for the deliberate or gross negligence of servants.
- 14.3 In the event of delay in delivery, we shall be liable for compensation for damages caused by delay in the maximal amount of 0.5% of the value of the order per week and a total amount of 5% as a whole. We furthermore restrict our liability for compensation to such costs incurred for coverage on the basis of a minimum of 3 comparable offers.
- 14.4 We are not liable for mere negligence in other breaches of obligations, except for cases of physical injury.

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## **15. Industrial property rights**

- 15.1 We maintain the rights pertaining to utilisation, ownership and copyright for all figures, drawings, samples, models, drafts, reports, and such other documentation. The transfer of the same requires our written approval.
- 15.2 The customer is obliged not to reverse engineer our goods or cause the same to be reverse engineered or to distribute the same. In the event of breach, we shall be entitled to a conventional penalty amounting to 100% of our price per reverse engineered product. The significant price in this case would be the applicable price list at the time of the breach. Our right to claim compensation for damages suffered remains unaffected.

## **16. Place of performance, jurisdiction**

- 16.1 The place of performance of the delivery is Hanover, Germany. The court having jurisdiction in this matter is the Court in Hanover, Germany.

## **17. Special additional regulations for transactions abroad**

- 17.1 We require a 100% advance payment for foreign transactions. Payments are to be made in EUR. The customer shall bear all currency risks.
- 17.2 All deliveries fundamentally contain a caveat for any approval required by the export authorities. Insofar as any approval is necessary, the customer shall be responsible for the complete and accurate provision of information. All consequences for inaccurate or incomplete information are to be borne by the customer.
- 17.3 In the event that the law of the customer's domicile does not accept the retention of title in the manner established under Article 11 herein, the parties agree to a retention of title insofar as the same is admissible.
- 17.4 Any form of liability is restricted to instances of deliberate and gross negligence. Insofar as any applicable law provides for a limitation or exclusion of liability in another form or content, the same shall be deemed to be agreed upon between parties.
- 17.5 We shall be entitled to elect to lodge a claim against the customer at his business address.
- 17.6 All disputes having claims exceeding 100,000 EUR in value shall be conclusively decided upon by an arbitration court, whose proceedings shall be conducted pursuant to the rules of the German Institution for Arbitration (DIS). The place of arbitration is Frankfurt/Main. The language to be utilised in arbitration is English.
- 17.7 An assessment of the effectiveness of these conditions shall be made pursuant to the law of the customer's domicile. All other outstanding matters shall be regulated by the laws of the Federal Republic of Germany. Insofar as these business conditions (1 to 16) do not contain any exclusive regulations, the German contractual laws shall also be applicable.

## **18. No Russia/No Belarus Clause**

- 18.1. The customer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or Belarus or for use in the Russian Federation or Belarus any goods supplied under or in connection with these general business conditions) that fall within the scope of Article 12g of Council Regulation (EU) No 833/2014 and Article 8g of Council Regulation (EU) No 765/2006.
- 18.2. The customer shall use its best endeavours to ensure that the purpose of article (18.1) is not frustrated by third parties in the wider chain of commerce, including potential resellers.
- 18.3. The customer shall establish and maintain an adequate monitoring mechanism to detect behavior by third parties in the downstream chain, including potential resellers that would frustrate the purpose of article (18.1).
- 18.4. Any breach of articles (18.1), (18.2) or (18.3) shall constitute a material breach of a material element and we shall be entitled to seek appropriate remedies, including but not limited to: (i) termination of the Agreement; and (ii) liquidated damages equal to 10 % of the total value of this Agreement or the price of the exported goods, whichever is greater.
- 18.5. The customer shall promptly inform us of any problems in the application of articles (18.1), (18.2) or (18.3), including any relevant third-party activities that could frustrate the purpose of article (18.1). The customer shall provide us with information on compliance with the obligations under article (18.1). The customer shall provide us with such information on compliance with the obligations under articles (18.1), (18.2) and (18.3) within two weeks of the simple request.

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