

1. General

1.1 Our General Terms and Conditions refer to all deliveries and performances as well as for future ones. In addition to that given terms of a license added to the products of the manufacturer on which we refer obtain.

1.2 Departures from the General Terms and Conditions, additional agreements and supplements, require to a written form or a explicit written confirmation.

1.3 Our offers and specifications concerning to all devices we run are without obligation as long as no explicit written agreement follows. With regard to the constant technical further development and improvement of our products we reserve the right to have modifications in construction and models compared to the data in our several prints if there is no decline in value of our offered manufactures. This applies as well to modifications which serve the delivery capacity of our manufactures.

1.4 Contracts of purchase only come off by a written order confirmation or the acceptance of the sent goods by the customer.

1.5 Transfer of rights and duties of the contract of purchase require a written acceptance by Aerne Analytic e. K.

2. Prices, terms of payment

2.1 For delivery the current scheduled prices on the assignment of a mission or order confirmation apply.

2.2 All our prices are quoted ex works without severally accessories, installations or other perquisites as long as these are not otherwise explicit written agreed.

2.3 Our invoices are payable within 30 days except agreed otherwise. A payment is regarded as occurred as soon as Aerne Analytic e. K. can dispose of it. In case of a default of payment we are entitled to charge default interests of 3%. The enforcement of a furthermore damage for delay stays reserved. Cheques are only accepted after an agreement and first apply as payment after its honor. Discount and entry expenses are for the account of the customer. We do not assume liability for the submission in time.

2.4 If the customer does not take the goods we are entitled to demand on the acceptance or charge 10% of the purchasing price as generalized compensation. Aerne Analytic e. K. preserves the right to charge a detectable higher damage. During the period of default of acceptance Aerne Analytic e. K. is at the customers risk entitled to store the delivery item at

their own stock, at a dispatch department or at an external warehouse keeper. During the period of default of acceptance the buyer has to pay the accumulated costs without any further verification over 1% of the value of the goods. If there accumulate higher costs Aerne Analytic e. K. can claim the costs from the buyer against verification. The across-the-board compensation reduces as the customer verifies that expenses or damages did not accumulate.

2.5 Rights of retention are only entitled to the customer if the counterclaim only is based on the same contractual relationship. A summation of the buyer is excluded but for the rights of retention of the customer are valid decided and are acknowledged by us.

3. Term of delivery

3.1 Binding delivery times must be agreed in written form. The agreed term of delivery begins by the date of the order confirmation. The term is maintained if the delivery item was sent before expiring date.

3.2 The term of delivery extends until the purchaser gave us all for the execution necessary data and documents.

3.3 All agreed terms of delivery apply subjected to the right and in time delivery of the data and documents.

3.4 The delivery time extends adequate at arrangements because of work accidents, specially strike and lockout, as well as not substituted circumstances by us like legal or regulatory instructions (e. g. import and export restriction) or in cases of delay of delivery by acts of nature beyond control. The before named circumstances are also not substituted by Aerne Analytic e. K. if the delay forms during an already given delay. We inform the purchaser of beginning and ending of such obstacles as soon as possible.

3.5 If we default with the delivery our liability in case of ordinary negligence is restricted at an amount of 50% of the predictable damage. Further claims for damages only exist if the delay is based on culpable negligence.

4. Delivery, dispatch, transfer of perils

4.1 We are entitled to partial deliveries if not explicit agreed otherwise. Partial deliveries apply for obligations to pay, transfers of perils and warranty deeds as self-dependent delivery. The purchaser is not entitled to reject partial deliveries self-employed.

4.2 We determine the mode of dispatch, the dispatch route and the company we assign with

the delivery but for the purchaser does not give explicit other instructions.

4.3 The danger exchanges to the purchaser as soon as the delivery leaves our stock. This applies regardless of who bears the costs.

5. Exchange/ redemption

Exchange/ redemption only occurs from demonstrable wrong delivery. An ex-gratia payment must be agreed in written form from Aerne Analytic e. K. and is charged with a service fee of 10% of the value of the goods. This also applies if Aerne Analytic e. K. disposes the pickup to check the redemption. An exchange or redemption is excluded by opened or damaged original packaging.

6. Reservation of proprietary rights

6.1 We reserve the property of the goods until the complete payment of all receivables of the delivery contract included all other receivables like costs of financing, interest rates etc. In breaches of contracts of the purchaser we are entitled to reclaim the goods. In reclaim, as well as in execution, there is no retirement of the contract.

6.2 In case of executions or other interventions of third parties the purchaser has to inform us immediately in written form.

6.3 A converting or alteration of the goods by the purchaser is conducted for us. If the goods are converted with other objects that do not belong to us we acquire the common ownership of the new good proportional of the value of the good and the other converted objects at the time of the workmanship.

6.4 If the goods are mixed with other objects that do not belong to us we acquire the common ownership of the new good proportional of the value of the good and the other mixed object at the time of the workmanship. If the object of the purchaser is the main issue the purchaser has to transfer a proportionately common ownership.

6.5 The purchaser is entitled to resell the goods in a proper course of business. The purchaser resigns all receivables adverse the buyer or third parties of the resale in the amount of the final amount.

7. Guarantee / disclaimer of warranty

7.1 Aerne Analytic e. K. guarantees that the delivered goods are state of the particular art free of mistakes for a term of 12 months from delivery date. Liability of normal abrasion is

excluded. Warranty claims do not apply for spare and wear parts. Unessential deviations of colour, dimensions and/ or other quality and performance features do not justify requirements of the buyer, in particular not warranty. Used devices are sold without warranty.

7.2 We resume no warranty for deficits and damages that occurred because of improper application, non-observance of the application notes or faulty or careless treatment. This particularly applies for the operation of the devices with the wrong kind of current or voltage as well as the connection on improper power sources. The same applies for deficits and damages that occur because of fire, lightning stroke, explosion or overvoltages, all kinds of humidity, wrong or missing software and/ or data unless the customer verifies that this circumstances are not causal for the reproved lack.

7.3 Any claim of warranty expires if the customer conducts any intervention and/ or repairs at the devices without explicit confirmation from Aerne Analytic e. K. in written form or through not from us authorized persons.

7.4 For the customer does not exist any reduction, rescission of the contract or supplementary performance if Aerne Analytic e. K. decides to accept repair transmittals at the end of the warranty. In this case Aerne Analytic e. K. transfers the repair to their supplier to enable the claim of an eventual longer warranty.

7.5 Obvious lacks need to get reported in written form immediately but at the latest 3 days after reception of the goods. Else any claim is excluded. In the commercial market the paragraphs 377 and 378 HGB come into operation.

7.6 Insofar as there is a lack of the product substituted by Aerne Analytic e. K. we are referred to § 439 BGB entitled to remedy the defect or to deliver a new device. A change into a superior product applies as accepted by now. Proceeded rights, especially a rescission of the contract of sale, can only be enforced after an adequate deadline to supplementary performance or twice failure of the supplementary performance. After one year expired after delivery date the warranty of remedy of defects or credit for the actual cash value confines at our own options. The buyer is bounded to perform a data protection at his own expense before deliver the device to repair or inspection.

7.7 Through an exchange in the course of a warranty no new warranty or guarantee periods become effective.

7.8 In cases in which there is no available sale of consumer goods for our buyer within a supply chain the prescriptions §474-479 BGB don't apply. If the buyer resells the goods within

the scope of sale of consumer goods a replacement of occurred disbursements referred to §478 BGB can only be requested if there provides evidence. Replacements for such expenditures are only warranted at maximal 2% of the value of goods. Further claims, that refer to § 478 BGB, are through the agreed term of 24 months referred to 7.1 of this terms and conditions as equivalent compensation referred to §478 IV S. 1 BGB.

7.9 Unless otherwise agreed further claims, irrespective of legal basis, of the buyer are excluded. Because of that we are not liable for damages that did not result directly from the delivery item, especially we are not liable for loss of profit or other financial losses of the buyer. This existing release from liability does not apply if the damage was done with intent, culpable negligence or because of missing of a warranted property, breach of contractual obligations, failure to meet an obligation, impossibility to performance as well as claims that refer to § 1 and 4 of the law on product liability. We are not liable for restoration of data unless we determined the loss premeditated or grossly negligent and the buyer ensured that a data protection followed, so that the data can be reconstructed with passable effort.

7.10 In all cases claims of damages, as well as in remediation of the defect or additional supply, only can be used against us if we noticed intent or culpable negligence or there are missing warranted properties. Insofar our warranty is excluded that also applies for our employees, staff, sales representatives and agents.

8. Retirement and compensations of unimplemented orders

8.1 We can resign from the contract if there emerges bankruptcy proceedings or composition proceedings, refusal of the bankruptcy in the absence of mass, acts of protest or other concrete informative basis about a worsening in the financial circumstances of the purchaser.

8.2 If we resign from the contract or do not perform the order because of reasons the customer substitutes the customer has to pay a sweeping compensation of 10% of the purchasing price for the expenditures and lost profit. We reserve the right to charge a demonstrable higher damage. The sweeping compensation derogates as the customer proves that the expenditures or a damage has not occurred.

9. Application of customer data

We are entitled to work with all data that concern the business connection referred to the Federal Data Protection.

10. Export licence

For the export of the delivered goods required consent of the federal office for industrial

economy in Eschborn/ Taunus need to be caught by the customer and on his own expense. The rejection of such an export licence does not entitle the customer to resign from the contract.

11. Place of performance, place of jurisdiction, severability clause, law applicable

11.1 As place of performance for all owing efforts of the contract, included reimbursements, Neu-Ulm is agreed for both sides.

11.2 In business connections with traders and corporate bodies under public law the place of jurisdiction for all lawsuits that result from the contract, included actions on a bill, is Neu-Ulm. We are also entitled to sue at the place of business of the customer.

11.3 In invalidity of particular terms of the delivery contract or these conditions and terms the left terms stay active. In the cross-bordered shipping traffic the German law applies.