

Pricing terms: local Value-Added Tax will be added  
Delivery: from factory, packaging will be added

Our standard business conditions apply.  
We reserve the right to make modifications.

## Terms of delivery and payment

### § 1 Applicability

1. These terms and conditions do not apply for construction services. If visago Systems & Controls GmbH & Co. KG installs, relocates or assembles the delivered materials or components, the VOB (Verdingungsordnung für Bauleistungen) – official contract terms for the awarding of construction contracts – is the only valid agreement, in particular the general terms and conditions for construction (VOB, Part B) and the general technical requirements or construction (VOB, Part C).
2. These delivery and payment terms and conditions apply - except in § 1 (1) the regulated provision of construction services - the business correspondence of visago Systems & Controls GmbH & Co. KG, with entrepreneurs and legal persons under public law (customer) are part of all our offers and contracts for goods, also in future business relationships.
3. The customer agrees to the contract by accepting the application of our delivery and payment conditions and waives the assertion of his own differing terms and conditions. Other terms and conditions shall not apply even if we do not explicitly contradict in individual situations. If the customer is not in agreement with this, he shall immediately point this out to us in writing.

### § 2 Offers, delivery dates, prices

1. Our offers are subject to change. All agreements shall only be binding with our written confirmation. This also applies to additional oral agreements and any assurances of our sales representatives, technicians and service technicians.
2. Delivery dates are not binding, unless we have explicitly noted them in writing as such.
3. Sale prices are valid only as fixed prices, if we have declared this in writing. They are ex works and exclude the currently valid VAT.
4. Samples are to be regarded as approximate samples for quality, dimensions and colour.

### § 3 Delivery arrangements

1. Shipping is always at the expense and risk of the customer. Partial deliveries are permitted.
2. The loading place for our deliveries is the place of fulfilment.
3. Delivery free site or free warehouse does not include the unloading of the delivery in the event that there is a road difficult to access with a heavy truck. If the delivery truck leaves the accessible road on the instruction of the customer, he becomes liable for any damages incurred. Unloading must occur promptly and properly by the customer. Waiting time will be charged to the customer.

### § 4 Payment, retention

1. Payments are due immediately upon receipt of the goods without deduction.
2. Payment terms and discounts are subject to special agreement.
3. Any discounts granted presuppose that no other invoices are open.
4. Payment of invoice by check or draft shall not constitute payment without our consent; discount, exchange fees and costs are borne by the customer.
5. In case of payment default, we are entitled to receive default interest in accordance with statutory regulations.
6. In case the customer has payment difficulties, especially in case of default, we are entitled to make further deliveries only against advance payment and to demand immediate payment of all open amounts, including deferred invoices, in cash or securities.
7. The customer waives any retention claim from previous or other transactions in the current business relationship. The off-setting of counter-claims are only valid if acknowledged by us and have been found to be due for payment or legally established.

### § 5 Claims and warranties

1. The customer has to indicate all recognizable and obvious defects, shortages or incorrect deliveries within 10 working days of delivery, in any case in writing prior to processing or installation. If the customer fails to make his complaint on time and in due form, our performance is valid, and shall be deemed in conformity with the contract.
2. Transport damages must be reported in writing immediately. For delivery by train, commercial short and long distance transports or other modes of transport, the customer has to deal with the necessary formalities concerning the carrier and the resulting costs.
3. If the goods contain a defect, we are entitled to fulfil our obligation by remedying the defect or delivery replacement. When two attempts at such supplementary performance have failed, the customer shall be entitled to the normal statutory warranty rights with price reduction or to rescind the contract.
4. Warranty claims of the customer expire 12 months after delivery.

### § 6 Liability

1. Our liability, and that of our legal representatives or vicarious agents, for damages, on whatever legal grounds (in particular in arrears or other breaches of duty), is, beyond the cases regulated in § 6 (2), limited to intent or gross negligence.
2. In cases of simple negligence, we are liable for damages resulting from injury to life, limb or health, and for damages resulting from negligence of essential contractual obligation (i.e., an obligation, the fulfilment of which makes the proper execution of the contract possible in the first place and upon which the customer may regularly rely on), in which case, however, our liability is limited to replacement of the foreseeable, typically occurring damage.
3. The disclaimer regulated in § 6 (1), is not valid in cases where claims fall under the Product Liability Act, or for which we have assumed a guarantee.

### § 7 Retention of title

1. Until full payment of the purchase price and settlement of any and all claims resulting from the business and all and any future claims in context with the purchased items as well as all and any future claims, the goods shall remain our property. The adjustment of individual claims for current invoices or account balancing does not affect the reservation of ownership. In the event of delayed payment, we shall be entitled to take back, and the customer shall be obliged to surrender, the article to be supplied.
2. Should reserved goods be processed or incorporated to form a new moveable thing by the customer, processing is carried out for us without our being under any obligation; the new item becomes our property. If our products are processed, with items not belonging to us, we will become the co-owner of the new product in the ratio of the value of the reserved items to the other items at the time of processing. If the conditional commodity is combined, mixed or merged with goods not belonging to us, we shall become joint owners in accordance with statutory provisions by law. Where, as a result of combination, the customer acquires sole title, he already herewith assigns co-title to us in the same proportion as the value of the reserved goods to the value of the other goods involved at the time of combination. In such cases, the customer shall be obliged to store the object of which we are owner or co-owner, which is also a conditional commodity in the sense of the above stipulations, at no cost. If the customer sells the conditional commodity alone or along with other goods that do not belong to us, the purchaser automatically assigns the claims from the sale of the conditional commodity in the value of the conditional commodity along with all ancillary rights from the rest; we accept this assignment. The value of the goods in which the title is retained shall be the invoice amount plus a security premium of 20%, which however shall not be applied to the extent that the rights of third parties are enforceable against it. If the resold conditional commodity is in our ownership, the assignment of the claims shall include the sum that corresponds to the value of the share of the co-ownership. Paragraph 1, sentence 2 applies to the extended obligated of title; the advance assignment according to paragraph 3, sentence 1 covers the balance demand.
3. The customer shall only be entitled and authorized to resell, use or process the conditional commodity within the scope of ordinary business activities and only on the condition that the claims, as stipulated in the paragraphs above,

are in actual fact assigned to us. The customer is not entitled to any other dispositions of the merchandise under reservation of title, especially pledging and the transfer of ownership for security.

4. We authorize the customer, subject to revocation, to collect the aforementioned transferred claim. We shall make no use of our own authorization to collect as long as the purchaser meets his payment obligations, including to third parties. Upon our request the customer must inform us of the name of the debtor of the assigned claims and show the debtor the assigned claims; we are authorized also to notify the assignment to the debtors ourselves.
5. The customer must inform the seller immediately about any foreclosure proceedings by third parties against the aforementioned goods subject to retention of title or co-owned goods, while handing over all bailiff's reports, attachments, orders or other documents.
6. With stoppage of payments, requesting or opening of an insolvency procedure, judicial or out-of-court procedure, the right to resell, utilize or process the reserved goods and the authority to collect the assigned claims becomes extinct.
7. If the value of the securities offered exceeds the claims by more than 20%, we shall be obliged to reassign or release the securities as we choose.

### § 8 Applicable law, court of jurisdiction

1. German law applies.
2. The parties agree on the exclusive jurisdiction of the courts for the premises of visago Systems & Controls GmbH & Co. KG for all disputes arising. We are, however, also entitled in individual cases to take action at the commercial domicile of the customer or before any other court of competent jurisdiction. Mandatory legal regulations about exclusive jurisdiction remain unaffected from this regulation.

### § 9 Written form

All agreements and allegations such as notices of termination and fixations or withdrawals, as well as modifications and amendments of the executed agreements must be in writing to be effective. This applies equally to the annulment of this written agreement.

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