

General contract terms and conditions of Allied Vision Konstanz (formerly Chromasens GmbH)

1. SCOPE OF APPLICATION

1.1 These General Terms and Conditions for Sale and Delivery ("GTC") shall apply to all contracts regarding deliveries by Allied Vision Konstanz (formerly Chromasens GmbH), Max-Stromeyer-Straße 116, 78467 Konstanz, Germany ("we", "us" or "our") to its customers ("you" or "your") for the entire duration of their business relationship. We and you are also referred to in these GTC and any applicable document each as a "Party" and together as the "Parties".

1.2 Diverging, conflicting or supplementary general terms and conditions used by you shall form part of a contract only if and to the extent that we have given express written consent to their application. This consent requirement shall apply in every case, including for example if we, having knowledge of your general terms and conditions, accept your payments without reservation. If no such consent is given, solely this GTC shall apply.

2. OFFER, CONCLUSION OF CONTRACT

2.1 Our offers are not binding until we have issued an official order confirmation.

2.2 Orders placed by you are binding for you. A contract shall not be deemed as concluded until we have accepted an order.

2.3 Oral agreements before or at the time when the contract was concluded shall require written confirmation by us to be effective.

2.4 Any quotation provided by us is not an offer and may be withdrawn or modified.

3. PRICES

3.1 Deliveries are made at the prices which are set forth in the contract and in the absence of a formal contract at the prices published in the respectively valid version of the price lists. All prices apply ex work or ex point of shipment. Unless otherwise specified, they are quoted in Euro, to which costs for transport and insurance as well as applicable taxes must be added.

3.2 We reserve the right to adjust our prices appropriately if commissioning or tests are

requested by you (other than those normally required) or -for deliveries that shall be made after four months or later after conclusion of the contract- in the event of cost reductions or increases incurred after the contract has been entered into, in particular (but not limited to) in case of wage cost changes, for instance due to collective bargaining agreements, changes in the price of materials, changes in exchange rate, any future duty or other charges that we may be required to collect or pay on imported goods or materials or to meet any specific legislations (including regulations and by-laws). Upon request we shall evidence such changes to you.

4. DELIVERY, DELIVERY DATES, RESERVATION OF TITLE

4.1 Delivery dates are non-binding estimates unless explicitly agreed differently.

4.2 The precondition for the commencement of and compliance with binding delivery dates is that the collaboration duties have been performed by you.

4.3 You acknowledge and agree that we may perform part shipments and issue corresponding invoices, unless you demonstrate that this will constitute an unreasonable burden for you.

4.4 If non-compliance with a binding delivery date is due to force majeure (which shall be understood as an event beyond our control like inter alia war, terrorist attacks, import or export restrictions, epidemics, pandemics, floods, including such disturbances affecting subcontractors) the delivery dates agreed upon shall be extended by the period of time the force majeure exists. This also applies to industrial action affecting either us or our suppliers.

4.5 In the event of call-off orders you have to determine delivery- and performance times in such a way, that we have enough time and opportunity to make corresponding arrangements. If you – for whatever reason – do not meet your obligation to call deliveries

and services in a proper way, we shall be entitled to determine the performance time and lots or even withdraw from the contract and to claim damages instead of performance.

4.6 Title to any delivered item shall be transferred to you only upon full performance of all payment obligations by you out of the contract. Processing and modifications of delivered items prior to the transfer of title are deemed to be carried out for us as manufacturer, but without any obligation on our part. If the reserved-title deliveries by processing or otherwise are inseparably combined or mixed with other movables not belonging to us, we acquire co-ownership of the new object. You are authorized to resell the reserved-title deliveries in the ordinary course of business, as long as you meet your payment obligations, are not in default and no application for the opening of insolvency proceedings has been made. You are not authorized to dispose of the reserved-title deliveries in any other manner (e. g. transfer of ownership by way of security or pledging). Claims arising from the resale of the reserved-title deliveries or on other legal ground (e. g. insurance receivables or tort), including all outstanding amounts from current account, are herewith assigned to us as security (if we are only co-owner: proportionally to our share of ownership); we herewith accept the assignment. You are entitled to collect the claims until such authorization is revoked. We are entitled to revoke this authorization, if you do not meet your payment obligations. In this case you are obliged to disclose to us the assigned claims, to provide us with all necessary information for the collection of the debts and to notify debtors of the assignment.

5. DEFECTS

5.1 Claims on account of defects (“Warranty Claims”) shall become time barred after a period of twelve months (“Warranty Period”) beginning with delivery (date of transfer of risk). The contractual compliance and defect-free quality of our deliveries shall be determined exclusively on the basis of the express agreements on the quality and volume of deliveries ordered. We shall only accept liability for a specific intended use or a specific property to the extent that this is

expressly agreed; otherwise, the suitability and application risk shall be borne exclusively by you. We accept no liability for the deterioration, loss or improper treatment of the deliveries after the transfer of risk.

5.2 You shall inspect the deliveries immediately on receipt. Warranty Claims shall only exist if defects are notified immediately to us, no later than seven days after delivery in writing. Concealed defects must be notified in writing immediately after detection, and in any case before expiry of the Warranty Period.

5.3 If a defect becomes apparent during the Warranty Period the cause of which already existed on the date of transfer of risk, we may effect specific performance at our sole and absolute discretion either by remedying the defect or delivering a defect-free product. The defective product has to be sent or repair either to us or to the nearest customer service unit for the respective delivery determined by us.

5.4 You acknowledge and agree that you shall not be entitled to make any claim for specific performance in the case a defect leads to an only minor impairment to the use of the delivered item. Further rights shall remain unaffected hereby.

5.5 Warranty Claims do not exist if the product is modified by third parties or due to the installation in or combination with parts manufactured by third parties unless the defect has no causal connection with the modification.

5.6 The remediation of defects or supply of a defect-free product shall not cause the Warranty Period to begin again.

6. SOFTWARE

If the deliveries are delivered together with electronic features and in particular software, we grant to you a non-exclusive right of use of the features and the software solely as necessary for the intended use of the deliveries. You do not receive a right to re-engineer such features and software.

7. CLAIMS FOR COMPENSATION OF DAMAGES

7.1 Unless otherwise specified in these GTC, we shall bear liability for damages due to the infringement of contractual and noncontractual obligations, in particular unenforceability, default, culpability on initiation of the contract and impermissible acts, only for intent or gross negligence on the part of our legal representatives or vicarious agents, and in the event of culpable infringement of significant contractual obligations. In the event of culpable infringement of significant contractual obligations – except in cases of intent or gross negligence on the part of our legal representatives and vicarious agents – we shall bear liability only for damages foreseeable and typical for this type of contract. Any further liability on our part, including for damage and consequential damage caused by defects, is – as far as legally possible –excluded.

7.2 The restrictions set forth in 7.1 shall not apply in the event of culpable infringement of significant contractual obligations insofar as the fulfilment of the purpose of the contract is at risk, in cases of mandatory liability under the product liability act, in the event of injuries to life, body or health, nor if and to the extent that we maliciously conceal defects or have guaranteed their absence. This shall not affect the rules concerning the onus of proof.

7.3 Unless otherwise agreed, your claims for defects and contractual claims against us on account of and in connection with the deliveries shall expire by limitation one year after delivery to the extent that they do not entail claims for compensation in respect of physical injury or damage to health, or any typical, foreseeable damage or based on intent or gross negligence on the part of us. Sentence 1 of 7.3 shall not apply in cases of gross negligence, intent, injuries to life, body or health, and fraudulent concealment of a defect.

8. NO-RUSSIA-CLAUSE

8.1 Due to the applicable export control regulations, Allied Vision Konstanz prohibits any further delivery or re-export of the goods to Russia and any delivery or re-export of the goods to other countries for use in Russia.

8.2 If the customer intentionally or negligently violates the provisions of para. 1, he is obliged to compensate Allied Vision Konstanz for the resulting damages. Furthermore, in the event of culpable breach of the provisions of para. 1, the customer shall owe Allied Vision Konstanz an appropriate contractual penalty up to the amount of the purchase price of the goods; the amount of the penalty shall be determined by Allied Vision at its discretion (billiges Ermessen) and may be reviewed in court.

9. FINAL PROVISIONS

9.1 This contract is subject to German law. Exclusive venue shall be Konstanz.

9.2 Place of performance is Konstanz.

9.3 If any provision of this Agreement is or becomes entirely or partly invalid, the validity of all other provisions shall remain unaffected. The parties shall jointly endeavour to agree on a valid provision which reflects the economic purpose of the invalid provision to the best possible extent

9.4 Any alteration, amendment and annulment of this Agreement including this written form requirement shall be in writing.

9.5 The Parties agree to keep the content of the contract confidential.

Allied Vision Konstanz (formerly Chromasens GmbH)
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78467 Konstanz