

# General Conditions of Sale and Delivery – Export of Sensortechnik Meinsberg GmbH

## 1. General terms

The following conditions apply to all offers, sales and deliveries, provided, however, that no contrary agreements have been made explicitly in writing. Purchase conditions of the buyer are only applicable if they do not contradict Sensortechnik Meinsberg (SM) General Conditions of Sale and Delivery – Export or have been accepted by SM in writing.

All offers are without obligation. A valid contract requires a written confirmation of order issued by SM. Sketches, drawings and similar documentation attached to the offer are only binding SM if denoted as such. Goods specifically made to buyer's specification may vary at delivery within 10 % below or above the quantity ordered if technically unavoidable. SM are entitled to change the design, material and specifications even after sending their confirmation of order provided that these modifications are not contraction to the confirmation of order or buyer's specifications.

All prices are to be understood "EX WORKS" (INCOTERMS), i.e. without any additional costs such as packing, freight, insurance etc. If requested these will be offered additionally at cost.

## 2. Terms of Payment

All invoices have to be paid in Euro or in the invoiced currency without any deductions latest within 30 days after date of invoice by remittance to our account. SM is entitled to request different conditions e.g. D/P, irrevocable L/C, payment in advance or the like.

Partial deliveries, which are permitted, will be invoiced separately as per the terms agreed upon for the complete order.

The buyer is only entitled to set-off and lien if the counter claim is undisputed or has been declared legal. This applies only to the extent to which the goods may be reduced in value due to a fault. If the buyer is in arrears with a payment SM are entitled to withdraw from the contract and to invoice an adequate interest. All remaining payments are due immediately. In the event of non-payment or late payment, the buyer loses all warranty rights for the delivered goods.

Our bank connections	Dresdner Bank AG Döbeln	or	Volksbank-Raiffeisenbank Mittweida e.G.
	Obermarkt 27		Neustadt 7
	D-04720 Döbeln		D-09648 Mittweida
	Account no. 2 400 261 00		Account no. 155 005 203
	Bank code 850 800 00		Bank code 870 961 24

## 3. Delivery dates

Delivery dates, agreed as binding or not binding, have to be fixed in writing. If binding, buyer has to furnish at the date requested by SM all necessary drawings, safety requirements, permits etc. In case of "Force Majeored" and other unforeseeable and unusual circumstances occurring through no fault of SM such as overdue information from buyer, strike, lock-out etc. the delivery period is extended adequately - even if they occur with SM's suppliers. Buyer is not entitled to any compensation in case of delay but has to be informed by SM as soon as possible about begin and end of such circumstances.

A delivery date counts from the date of order confirmation and is considered fulfilled when the goods have left SM's works or when an installation has been completed. If SM are late in delivery through their fault buyer can only withdraw from the contract after he has set an adequate period of grace in writing which should not be shorter than four weeks. Buyer accepts partial shipments.

## 4. Installation and Service

Installation work, putting into operation and maintenance require an additional order. The user is responsible for auxiliary secondary work, material, power and water. He has to instruct SM personnel about all relevant matters and safety requirements. If a delay in the above mentioned work is user's fault SM are entitled to invoice the costs of time of waiting and additional travels of their personnel.

## 5. Warranty

Unless agree otherwise the warranty period amounts basically to twelve months after date of shipment, with the exception of electrodes, sensors and accessories for which the period is limited to six months. This warranty does not cover defects due to fair wear and tear, glass breakage, improper use/installation/treatment or changes/repairs of the delivery item carried out by the purchaser or a third party. Buyer's complaints have to be lodged 28 days after receipt of the goods or fulfilment at the latest. Complaints have to be accompanied by corresponding evidence e.g. quality documents, test reports, invoice etc. The warranty covers repair or replacement of the relevant items at the earliest possible date only. SM reserves the right to decide on the validity of the warranty claim. Claims for whole or part refunds are excluded.

Defective and replaced parts become the property of SM. The freight charges for the parts to be replaced are borne by the customer. Any further claims due to delivery defects beyond the above warranty claims are herewith expressly excluded; in particular any liability for indirect damage sustained by the customer or a third party as a result of using a defective item is excluded.

## 6. Returned goods

SM values all its customers. There is a strict returns policy to optimise customer satisfaction. In the event of any faulty or damaged goods please contact our Sales Department by fax or e-mail. Please send back the faulty or damaged goods with our prior agreement only. We will accept all equipment back for testing (provided it is free from chemical/biological/radioactive materials or certified decontaminated/disinfected). Return the products together with the Quality Certificate, a copy of the invoice, and a note detailing the problem. Pay attention to the correct packaging and transport.

## 7. Jurisdiction

The law applicable to any disputes, which cannot be settled amicably, shall be that of SM's place of business (GERMANY). However, if SM is plaintiff they shall also be entitled to sue before the court having jurisdiction over the buyer's place of business.

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a company of the Kurt-Schwabe-Foundation

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