

TERMS OF SALE

For our supplies and their extent our written confirmation of order is exclusively competent. Changes and special requests are only valid with our written confirmation. Otherwise the legal regulations are applied.

Our prices are to be understood EXW, excluding packing, insurance, transport and disposal costs.

The prices on the invoice are the valid prices. All offered prices or prices indicated in price lists could be changed.

Sketches, copies, measurements and weight or other achievement data found in brochures, price lists, other publications or in offers and / or other belonging documents represent no constitution or other warranty but serve only the product description. They are only approximately relevant.

Payments:

Inland: within 10 days after calculation receipt with 2% discount payment or within 30 days net.

Abroad: payment according to our choice.

Net cash, or net cash against irrevocable letter of credit and / or against documents. The receipt of changes and cheque only takes place in payment of a debt. Repayment through change or cheque payment occurs only when the respective amount is irrevocably good-brought on our bank account. All changes, cheque and discount expenses as well as all other costs are to be paid by the customer. We supply only against payments in advance or by cash on delivery. A retention of payments not recognized by the supplier is not permitted. If the agreed upon date of payment is exceeded, the current legal interest will be charged.

The supplied commodity remains our property up to the complete fulfillment of all demands. If the supplied commodity is built in other plants or machines, we acquire co-ownership at the plant concerned at the time of installation in relationship of the value of our portion to the total value. A seizure as well as a security transfer of the supplied goods is forbidden during the duration of the property reservation. Seizures, from a third person that affect our interest events are to be announced immediately.

The confirmed delivery dates are steady as long as the operating cycle is not disturbed in any way, fair material delivery and availability of sufficient workers. If such difficulties arise or circumstances that are not our fault, an appropriate respite is to be granted.

If a delay of more than 20 days caused by any other reason and being our fault, then is the buyer entitled to give us another 20 days. If then this respite is not kept, the buyer has the right to withdraw the contract.

All other requirements because of delivery delays and requirements for compensation are not acceptable.

The passage risk takes place, the latest, with the dispatch of the goods on the way to the customer, even by partial deliveries.

Delivery delays caused by the customer, are the customers responsibility as soon as he receives a message that the goods are ready for dispatch.

The salesman generally insures the goods (2% of the commodity value) which is to cover the loss and damages of the commodity (except the customer claims to be a SVS/RVS prohibition customer).

The insurance conditions, is an official fact admission of the transportation leader, which He / she must confirm the damaged package even if no damage is visual on the inside of the package.

Multi-deliveries and / or small deliveries of approx. 10% are permissible and must be accepted by the customer.

The customer is obligated to accept the supply with insignificant imperfection.

Subject to changes of execution and use of other materials as long as they serve technical progress, or an improvement is reached.

We take over guarantee in accordance with the valid legal regulation in each case.

We take the responsibility for defective goods according to the normal fulfillment of the investigation and obligation from § 377 HGB through the customer as follows: We are entitled to choose to repair or to replace the defective instrument. If the customer does not agree with any of these two choices we are allowed to refuse any other. We can also refuse any of the customers requests as long as his payment does not correspond our achievement.

The following regulations apply under exclusion of further requirements of the customer: if the supplied article is delivered in an incorrect execution or is damaged or cannot be used as has been contracted (due to our fault) as well as other contractual obligations (particularly operation guidance, handling and maintenance of the article).

If the above mentioned fulfillment is impossible or fails: the buyer has the right to choose either to lower the purchase price accordingly or to withdraw from the contract in accordance with the law. This applies in particular with a culpable delay or refusal of a fulfillment, also if this fails for the second time.

As long as none of this happens are further requirements of the buyer (no matter what arguments he may have), excluded (especially arguments of injury of other contractual obligations, application replacement with exception of that acc. to § 439 2 BGB, not permitted handling as well as other responsibilities.

There is no guaranty taken over for damages with the following reasons: unsuitable or inappropriate use, incorrect installation or handling by the user, naturally worn out, incorrect or careless treatment, unsuitable operational means, as well as electrical or electrochemical influences which we can not affect. Inappropriate changes or repairs taken place by the user without our permission.

The requirements of fulfillment and damage replacements have a limit of one year after delivery date. The right to reduce the price and the right of resignation are no longer valid as soon as the one year after delivery date is complete.

Place of delivery and place of jurisdiction are in all cases Lemgo and / or Detmold.

German right only.

As long as these regulations do not contradict the general supply and performance conditions recommended by the central association of the electric industry e.V., they are also in a general manner applied.

**ARMATHERM GÜNTHEL GMBH D-32657 Lemgo
FABRIK TECHNISCHER MESSINSTRUMENTE**