

## General Terms and Conditions

### Lanthan GmbH & Co. KG

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### **General / contract conclusion**

Exclusively these General Terms and Conditions apply to all deliveries and services. As amendment, the manufacturers' license conditions enclosed to the contractual products which are hereby referred to shall also apply.

Deviations from these General Terms and Conditions, amending agreements and subsidiary agreements shall be made in writing or explicitly confirmed in writing.

Our information and offers regarding the devices sold by us as well as the product descriptions are without engagement unless there is an explicit, binding warranty. Against the background of the continuous technical advancement and improvement of our products, we reserve the right to changes in the construction and design as compared to the specifications contained in our publications as long as this will not impair the value of the offered products. This also applies to changes serving to maintain the ability to deliver the products offered by us. Insofar, LANTHAN GmbH & Co. KG shall also be entitled to change the services to the extent reasonable for the customer for the best order processing possible.

The purchase order comes about upon posting of the order and is confirmed by LANTHAN GmbH & Co. KG by the order confirmation sent by mail or fax. LANTHAN GmbH & Co. KG reserves the right to inform the customer about unforeseeable possible supply difficulties, price changes or the like. In this case, customer shall be entitled to rescind the contract in whole or in part. LANTHAN GmbH & Co. KG shall be informed about the rescission in writing.

Transfer of rights and duties under the purchase agreement require the written consent of LANTHAN GmbH & Co. KG.

### **Prices and terms of payment**

To the delivery, the list prices at the time of the order confirmation shall apply.

Price changes becoming necessary due to changes in customs, import and export duties, foreign exchange controls, etc. shall remain reserved.

Unless otherwise agreed upon in writing, our prices are quoted exclusive of shipping and packaging costs and including the legal value added tax, without software, without special accessories, without installation, without training and other related services.

The invoice amounts shall be due and payable net, without deduction, within 10 days after receipt of the invoice.

Partial services may be invoiced separately. In case of delays in payment, we shall be entitled to charge default interest in the relevant current legal amount above the relevant rate of the Federal Bank. Assertion of any more far-reaching damage caused by the default shall remain reserved. Bills of exchange or cheques shall only be accepted after prior agreement and on account of performance. Discount and collection expenses shall be for the purchaser's account. We do not accept any liability for the timely presentation.

In case of any customer default, we shall be entitled to refuse all deliveries to the customer, also under other contractual relationships. We shall not be liable for any damage resulting from this non-delivery.

If purchaser does not accept the ordered goods, we shall be entitled to either insist on acceptance or to charge 10% of the purchase price as liquidated damages and reimbursement of expenses, at least, however, the amount of the expenses for postage and dispatch. We shall moreover be entitled to charge verifiable higher damages. Liquidated damages shall be reduced by the extent to which customer evidences that no expenses or damages have occurred.

Purchaser shall only have rights of retention if their counter claim is based on the same contractual relationship. Any offset of purchaser shall be excluded unless the purchaser's counter claims have been determined in a legally binding form or accepted by us.

### **Delivery period**

Binding delivery dates must be agreed upon in writing. The agreed delivery period starts with the date of the order confirmation. The period shall be regarded as having been complied with if the delivery item is posted before expiry of the period.

The delivery period is extended by the time until purchaser provides us with the information and documents necessary to execute the order, if applicable.

All agreed delivery periods shall be valid subject to correct and timely self-supply.

The delivery period shall be reasonably extended in case of measures within the scope of stoppage, particularly strike and lockout as well as in case of circumstances for which we are not responsible, e.g. legal or official orders (e.g. import and export limitations) or in case of delivery delays caused by force majeure. We shall not be responsible for the circumstances describe above either if they occur during an already existing default. In important cases, we will inform the purchaser about beginning and end of such obstacles as soon as possible. In case of delays in delivery for which we are not responsible, the delivery period for the residual delivery shall - at our option - either be extended by 2 months after discontinuation of the delivery obstacle or we shall be entitled to terminate the contract due to the part of the contract which has not been satisfied yet and to invoice the services which have been rendered until that time. Liability of LANTHAN GmbH & CO. KG for the delay in delivery or any resulting contract termination shall be excluded.

If we are in default regarding the delivery, there shall only be claims to damages if the default is based on intention or gross negligence.

#### **Delivery, dispatch, passing of the risk**

Unless otherwise explicitly agreed upon, we shall be entitled to make partial deliveries. For payment obligations, passing of the risk and warranty duties, partial deliveries shall be regarded as independent delivery. Purchaser shall not be entitled to reject independent partial deliveries.

Unless purchaser gives explicit instructions, we shall be entitled to determine the mode of dispatch, the dispatch route and the company commissioned with the dispatch at our discretion.

The risk passes onto the purchaser as soon as the shipment with the delivery items leaves our factory or warehouse. This shall apply irrespective of the question who bears the transport costs.

In deliveries of articles and other parts to LANTHAN GmbH & CO. KG, the relevant sender shall bear the risk of transport until the goods reach LANTHAN GmbH & CO. KG as well as all transport costs that incur.

#### **Exchange and return**

For the exchange of shipments, we generally charge a processing fee of 10% of the goods value, however at least the expenses for freight and dispatch. If the original packing is opened or damaged, no exchange or return will be possible. By opening the original packaging or the plastic sleeve, customer accepts our copyright protection and the warranty conditions. Original packaging is every packaging of LANTHAN GmbH & CO. KG and their suppliers. To consumers according to § 13 BGB (German Civil Code) the Distance Selling Act shall apply.

#### **Retention of title**

We retain the title in the purchased goods until all claims under the delivery contract including ancillary claims (e.g. bills of exchange costs, financing costs, interests, etc.) have been paid in full. If purchaser behaves contrary to the contract, we shall be entitled to reclaim the purchased goods. The take-back or the pledging of the reserved goods does not constitute a rescission of the contract. If the value of the retained securities exceeds the outstanding claims by 25%, LANTHAN GmbH & Co. KG shall release securities accordingly. Customer shall show and prove the fact that the outstanding claims are exceeded by 25%.

In case of pledging or any other third-party interference, purchaser shall inform us immediately in writing.

Any processing or conversion of the purchased goods by the purchaser is always carried out for us. If the purchased goods are processed with other objects not belonging to us, we acquire the co-ownership in the new object in the ratio of the purchased good to the other processed objects at the time of the processing.

If the purchased good is mixed with other objects not belonging to us, we acquire the co-ownership in the new object in the ratio of the value of the purchased good to the other object at the time of the mixing. If the other object of the purchaser is to be regarded as main object, purchaser shall transfer to us the proportionate co-ownership.

Purchaser shall be entitled to resell the goods in the ordinary course of business. This does not apply in case customer is in default regarding any payment obligation vis-à-vis LANTHAN GmbH & Co. KG. However, purchaser already now transfers all receivables from their buyer or third parties under the resale or all other legal reasons (insurance / tort) in the amount of the final invoice amount to us.

LANTHAN GmbH & Co. KG authorises purchaser in a revocable form to collect the claims transferred to them in their own name.

In case third parties take hold of the reserved goods, customer is obliged to refer to the ownership of LANTHAN GmbH & Co. KG and to immediately inform the latter. Purchaser shall prevent third parties from taking hold of the reserved goods to the largest possible extent.

#### **Warranty / liability**

We warrant that the delivered objects are free from defects according to the relevant state-of-the-art. The warranty period is 12 months for all products delivered by us unless legally regulated otherwise for the relevant product.

We do not accept any warranty for defects and damage resulting from unsuitable and improper use, non-compliance with instructions for use or incorrect or careless treatment. This applies in particular to improper storage, the operation of the objects with incorrect current type or voltage as well as to the connection to unsuitable power sources. The same shall apply to defects and damage attributable to fire, lightning, explosion or mains-related overvoltage, humidity of any kind, wrong or missing program software and/or processing data unless customer evidences that the notified defect has not been caused by these circumstances.

If customer carries out interventions and/or repairs at devices without the explicit consent of LANTHAN GmbH & Co. KG or has such interventions and/or repairs carried out by persons who have not been authorised by us, any warranty shall forfeit.

Apparent defects shall be notified in writing immediately, two weeks after receipt of the delivery, however, at the latest; otherwise, any related warranty claim shall be excluded. In the commercial business, §§ 377, 387 HGB (German Commercial Code) shall apply in addition.

If any defect in the purchased goods becomes known for which we are responsible, we shall at our option be entitled to remedy the defect or effect replacement delivery to the customer's address or any other land-based address which can be reached by Deutsche Post AG. In case of notification of defects, customer shall be obliged to send the device or the part in its original packaging to LANTHAN GmbH & Co. KG, specifying the model and serial number, if applicable, and enclosing detailed error description and a copy of the invoice. Without this assistance, conversion, subsequent improvement or reduction may be delayed. If it turns out in the examination that the device or part is free from defects, purchaser shall be obliged to pay lump-sum compensation for expenses amounting to € 70.00 plus shipping costs which will be invoiced separately. LANTHAN GmbH & Co. KG reserves the right to invoice and assert any more far-reaching expenses. Purchaser shall be entitled to prove that the expenses have been less.

Unless explicitly agreed upon, any more far-reaching claims of purchaser are excluded - irrespective of the legal ground. We are therefore not liable for damage which did not result in the delivery object itself; we are particularly not liable for lost profits or any other financial damage of purchaser. The preceding exclusion of liability shall not apply if the damage is based on intention, gross negligence or the lack of a warranted quality, the violation of material duties, default in performance, impossibility as well as claims under §§ 1, 4 of the Produkthaftungsgesetz [Product Liability Act].

Claims for damages can in all cases - even if subsequent improvement or subsequent delivery has failed - only be asserted against us if we have acted intentionally or with gross negligence or if warranted qualities are lacking. As far as our liability is excluded, this shall also apply to the personal liability of our employees, workers, representatives and vicarious agents.

Used goods are sold excluding any warranty.

#### **Rescission and compensation for unprocessed orders**

We may rescind the contract if we learn about the suspension of payments, the opening of insolvency or legal composition proceedings, the rejection of the insolvency for lack of assets, bill of exchange or cheque protests or of any other concrete indication of the deterioration in the purchaser's financial situation. In this case, all outstanding invoices shall become due immediately and we shall have the right to make all further deliveries subject to prepayment, the provision of an absolute bank guarantee or other securities.

If we rescind the contract or if the order is not processed for other reasons for which the customer is responsible, customer shall pay us liquidated damages amounting to 10% of the purchase price for our expenses and the lost profit. We reserve the right to demand verifiable higher damages. Liquidated damages shall be reduced by the extent to which customer evidences that no expenses or damages have occurred.

**Other claims for damages**

For claims for damages under the positive violation of contractual duty, tort, fault of the organisation, fault upon contract conclusion or possible other no-fault bases for a claim, LANTHAN GmbH & Co. KG shall only be liable if they or their vicarious agents have acted intentionally or with gross negligence.

**Use of customer data**

We shall be entitled to process any data regarding the business relationship with the customer according to the Federal Data Protection Act.

**Export permit**

Approvals of the Federal Office for Trade and Industry which might be necessary to export the delivered goods shall be obtained by the customer under their own name and for their own account. Any denial of such export permit shall not give customer the right to rescind the contract.

**Place of performance, place of jurisdiction, partial invalidity, applicable law**

The parties agree on Bremen as place of performance for all services owed by both parties under the contract including possible claims for return.

In the business with merchants not belonging to the tradesmen described in § 4 HGB and with legal public-law entities, Bremen is agreed on as place of jurisdiction for all legal disputes resulting from the contract including actions on a bill of exchange or a cheque. We shall also be entitled to raise a claim at the customer's registered office.

If individual provisions of the delivery contract or these General Terms and Conditions are invalid, the remaining provisions shall still remain valid.

The law of the Federal Republic of Germany shall be regarded as having been imperatively agreed upon for all legal transactions or other legal relationships with LANTHAN GmbH & Co. KG.