

General Terms and Conditions, Version: 09/2018

The General Terms and Conditions in German are decisive for business transactions between the parties. The English version is a non-binding translation.

I. Scope, defence clause, property/copyright and secrecy

1. All deliveries and services of PSL Systemtechnik GmbH (hereinafter: PSL) are exclusively based on these General Terms and Conditions of Business and Delivery (GTC) and any separate contractual agreements. Other (purchase, etc.) conditions of the customer will not become part of the contract, not even by (unopposed) order acceptance.

2. These conditions also apply to all future contractual relations between PSL and the customer, even if they are not expressly agreed again.

3. In the absence of a special agreement, a contract is concluded with the written order confirmation of PSL. Only the written order confirmation of PSL is decisive for the scope of deliveries or services.

4. PSL reserves all property rights and copyrights to all samples, drawings, models, tools, cost proposals made available to the customer as well as all information of a physical and incorporeal nature (including in electronic form); they may not be made accessible to third parties without the prior consent of PSL and must be returned to PSL immediately upon its request in the event that the customer does not place an order.

5. The contracting parties undertake to treat as trade secrets all commercial or technical details which are not obvious and which become known to them through the business relationship. If one of the contracting parties recognizes that information to be kept secret has come into the possession of an unauthorized third party or that a document to be kept secret has been lost, he shall inform the other contracting party thereof without delay. In the event of breaches of confidentiality, trade secrecy and similar obligations, PSL expressly reserves the right to take civil and, if necessary, criminal action.

II. Prices and offsetting

1. Unless otherwise agreed, prices are ex works excluding packaging, transport, insurance, customs duties and other incidental costs. Value-added tax at the statutory rate applicable at the time shall be added to the prices.

2. The customer is only entitled to withhold payments or offset them against counterclaims if his counterclaims are undisputed or have become res judicata.

III Retention of title and obligation to surrender in the event of default in payment

1. The objects of the deliveries (reserved goods) remain the property of PSL until all claims to which PSL is entitled against the customer from the business relationship have been fulfilled.

2. The customer may resell the goods subject to retention of title within the framework of the proper course of business, but already now assigns to PSL all resulting claims against its customers to secure the payment claims of PSL in the amount owed (including value added tax); PSL accepts this assignment. This assignment applies irrespective of whether the reserved goods have been resold without or after processing. The customer remains authorized to collect the claim even after the assignment. The authority of PSL to collect the claim itself shall remain unaffected. not affected; however, PSL will not collect the claim

as long as the customer meets his payment obligations from the proceeds received and is not in default of payment and no application for the opening of insolvency proceedings has been filed.

3. Otherwise the customer may neither pledge the reserved goods nor assign them as security. In the event of seizures, confiscations and other dispositions or interventions by third parties, the customer must inform PSL immediately.

4. On the basis of the retention of title, PSL may only demand return of the goods subject to retention of title if it has withdrawn from the contract.

5. An application for the opening of insolvency proceedings entitles PSL to withdraw from the contract and to demand the immediate return of the delivery item.

6. In the event of breach of contract on the part of the customer, in particular default of payment, PSL is entitled to take back the delivery item after unsuccessful reminder and the customer is obliged to return it immediately.

IV. Delivery periods and delay in delivery

1. The delivery time results from the agreements of the parties to the contract. Compliance by PSL presupposes that all commercial and technical questions between the contractual parties have been clarified and that the customer has fulfilled all his obligations (such as timely transmission of all information, approvals or (planned) releases to be supplied by the customer; compliance with agreed terms of payment) in due time. If this is not the case, the delivery time shall be extended accordingly.

2. Compliance with the delivery time is subject to PSL receiving its own supplies in a proper, defect-free and timely manner. PSL will inform you as soon as possible of any imminent delays.

3. The delivery period shall be deemed to have been observed if the delivery item has left the PSL factory or is ready for collection by the time it expires.

4. Partial deliveries are permissible, insofar as this is reasonable for the customer.

5. the intermediate sale of an offered article remains reserved.

6. If non-compliance with the delivery time is due to force majeure, industrial disputes or other events beyond PSL's control, the delivery time shall be extended appropriately; the same shall apply in the event of improper, defect-free or delayed delivery to PSL or in the event of a delay for which the customer is responsible.

7. If changes or new developments are carried out for the customer, he must accept longer delivery times within a reasonable framework without this can be asserted as default.

8. If dispatch of the delivery item is delayed for reasons for which the customer is responsible, he shall be charged the costs incurred by the delay, starting one week after notification of readiness for dispatch.

8.1 If, taking into account the statutory exceptions, the customer sets PSL a reasonable deadline for performance after the due date and if the deadline is not met, the customer is entitled to withdraw from the contract within the framework of the statutory provisions. At the request of PSL, he undertakes to declare within a reasonable period of time whether he will make use of his right of withdrawal.

8.2 Further (damage compensation, etc.) claims of the customer from default of delivery are excluded, unless there is a case specified in clause IX (exclusion of liability).

V. Transport and transfer of risk

1. The goods are always transported on behalf of the customer.
2. The risk shall pass to the customer when the delivery item has left the factory; this shall also apply if partial deliveries are made or PSL has assumed other services (e.g. delivery, installation and assembly).
3. If dispatch is delayed or does not take place due to circumstances which are not attributable to PSL or for which the customer is responsible, the risk shall pass to the customer on the day of notification of readiness for dispatch; this shall also apply if PSL is in default of acceptance for other reasons.

VI. Trial order

If goods are provided for trial, they shall be deemed to have been purchased by the customer if PSL does not receive them back within the agreed return period. If no return period has been specified, this is 4 weeks. The date on the delivery note is decisive. In the event of return, the customer shall bear the transport, inspection and other costs incurred by PSL (cleaning, maintenance, repair, etc.).

VII Installation and assembly

1. It is the customer's responsibility to create the necessary conditions at his own expense for a faultless installation and assembly of the delivery item in his company.
2. The remuneration for installation and assembly is based on PSL's price list, which becomes the subject of the contract and is always attached to the order confirmation or can be inspected by the customer at any time, even before conclusion of the contract.
3. If installation, assembly or commissioning is delayed due to circumstances for which PSL is not responsible, the customer shall bear (at least) the additional costs (waiting, travel costs, etc.) required for this on the basis of the agreed price list.

VIII. Defect claims

PSL is liable for defects of quality and title of the delivery to the exclusion of further claims - subject to clause IX (exclusion of liability) - as follows:

1. Material defects:
 - 1.1 Complaints by the customer must be made in writing without delay. The customer must provide comprehensive information on all information relevant to PSL (such as possible (defect) symptoms, error messages, malfunction and other documentation, type and knowledge of the applications carried out, device serial number, etc.) for any subsequent performance that may be necessary.
 - 1.2 The customer may only withhold payments if a notice of defects is asserted, the justification of which cannot be in doubt. The customer has no right of retention if his claims for defects have lapsed. In case of unjustified complaints, PSL is entitled to demand compensation from the customer for the expenses it has incurred (cf. also Section 1.6).
 - 1.3 All parts and services which show a material defect are to be repaired, replaced or provided again free of charge at the discretion of PSL, provided that the cause of the defect has already been determined by PSL. The time of the transfer of risk. Replaced parts become the property of PSL.

1.4 After consultation with PSL, the customer must provide the necessary information (section 1.1), time and opportunity to carry out all subsequent improvements and replacement deliveries deemed necessary by PSL; otherwise PSL shall be released from liability for the consequences arising therefrom.

1.5 If the complaint turns out to be justified, PSL shall bear the direct costs incurred by the repair or replacement delivery, including the costs of the replacement part (if applicable, including transport only in Germany).

1.6 If, however, the complaint turns out to be unjustified or a case of section 1.10, the customer shall bear all costs incurred by PSL as a result.

1.7.1 The place of subsequent performance shall be determined exclusively by PSL. In principle, subsequent performance shall take place at PSL's registered office or at another location determined by PSL and serving the purpose of subsequent performance.

1.7.2 The customer shall make the delivery item properly available to PSL at his own risk and own (transport, etc.) costs at the location determined in accordance with Section 1.7.1. In particular, all third-party products, accessories, additional products, programs, data and storage media that are not part of the delivery item must be removed prior to shipment to PSL; PSL shall not be liable for items that have not been removed by the customer or that have been damaged before being delivered to PSL. The delivery item must also be properly prepared by the customer for shipment (cleaned, completely emptied, transport locks activated, etc.) and packed in the usual manner. The customer, as the consignor, undertakes to take all dangerous, toxic, harmful substances with which the device must be removed absolutely residue-free so that acceptance by PSL as the recipient is safe.

1.8.1 The customer has the right to withdraw from the contract within the framework of the statutory provisions if PSL, taking into account the statutory exceptions, allows an appropriate deadline set to it for the rectification or replacement delivery due to a material defect to expire without result. If there is only an insignificant defect, the customer is only entitled to a reduction of the contract price.

1.8.2 The right to a reduction of the contract price is otherwise excluded.

1.9 Further (damages, etc.) claims of the customer are excluded, unless there is a case specified in clause IX (exclusion of liability).

1.10 Especially in the following cases there are no claims for defects or no liability of PSL:

1.10.1 Only insignificant deviation from the agreed quality or only insignificant impairment of usability; unsuitable, improper, excessive and other use not in accordance with the intended use of the delivery item; unsuitable and faulty assembly or installation. Commissioning by the customer or third parties; natural wear and tear; faulty or negligent treatment, improper maintenance; unsuitable equipment (such as impermissible heating/cooling liquids); defective construction work, unsuitable construction site; chemical, electrochemical, electrical, thermal and other influences and damage which interfere with the proper use of the delivery item due to particular external influences which are not assumed under the contract; non-reproducible software errors.

1.10.2 If the customer or a third party carries out improper repairs, PSL shall not be liable for the resulting consequences. The same applies to changes made to the delivery item without the prior written consent of PSL.

1.10.3 Repairs, external work and modifications of any kind not authorized by PSL in writing, use for any purpose other than the intended purpose, changing, removing or manipulating the device label or the serial number exclude the liability for defects of the PSL.

1.10.4 Under no circumstances shall PSL be liable for damage caused by the unavailability of parts or production stoppages (e.g. due to delayed delivery) in the case of customers and end customers.

1.11 The customer's claims for subsequent performance shall become statute-barred 12 months after the start of the statutory limitation period; the same shall apply mutatis mutandis to the above-mentioned withdrawal and reduction. For the rest, Clause X shall apply. (Statute of limitations).

2 Defects of title: Intellectual property rights and copyrights of third parties

2.1 If the use of the delivery item leads to an infringement of industrial property rights or copyrights of third parties in Germany, PSL shall in principle procure the right for further use for the customer or modify the delivery item in a manner reasonable for the customer in such a way that the infringement of property rights no longer exists. If this is not possible on economically reasonable terms or within a reasonable period, the customer is entitled to withdraw from the contract. PSL shall also be entitled to withdraw from the contract under the aforementioned conditions.

2.2 Subject to clause IX (exclusion of liability), the obligations of the PSL mentioned in previous clause 2.1 are final in the event of an infringement of industrial property rights or copyrights. They only exist if the customer informs PSL immediately in writing of asserted infringements of industrial property rights or copyrights, supports PSL to an appropriate extent in the defence of the asserted claims or if PSL carries out the modification measures according to the previous paragraph 2.1 allows PSL to reserve all defensive measures including out-of-court settlements, the customer does not acknowledge the defect of title, the defect of title is not based on an instruction of the customer and the infringement of rights was not condemned by the fact that the customer changed the delivery item on his own authority or used it in a manner not in accordance with the contract.

IX. Disclaimer of liability

1 PSL shall be liable for damage which has not occurred to the delivery item itself, for whatever legal reason - exclusively

1.1 in case of intent,

1.2 in the event of gross negligence on the part of the owner/the organs or performing employees,

1.3 culpable injury to life, body or health,

1.4 in the case of defects which it has fraudulently concealed. In the event of culpable breach of essential contractual obligations, PSL shall also be liable in the event of gross negligence on the part of non-executive employees and in the event of slight negligence, in the latter case limited to reasonably foreseeable damage typical for the contract.

2. Further claims are excluded.

X. Statute of limitations

1. All claims of the customer - on whatever legal grounds - become statute-barred after 12 months.

2. The statutory periods shall apply to claims for damages pursuant to Clauses IX. 1.1 - 1.4.

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XI. Software use

1. If software is included in the scope of delivery, the customer is granted a non-exclusive right to use the delivered software including its documentation. It will be left for use on the delivery item intended for this purpose. Use of the software on more than one system is prohibited.

2. The customer may only copy the software to the extent permitted by law, but may not revise, translate or convert the object code into source code. The customer undertakes not to remove manufacturer's details (e.g. copyright notices) or to change them without prior express consent of the PSL.

3. All other rights to the software and the documentation including copies remain with PSL or the software supplier. Sublicensing is not permitted

XII Taking back in accordance with the Electrical and Electronic Equipment Act (ElektroG)

1. The sales prices are exclusive of the costs of taking back and disposing of WEEE from users other than private households within the meaning of the Electrical and Electronic Equipment Act (ElektroG).

2. On request, PSL will organize the return and recycling/disposal of such equipment, provided that it is distributed by PSL, against reimbursement of the costs incurred.

XIII Adaptation of the contract, place of jurisdiction, contract language, choice of law, severability clause, data protection

1. If unforeseeable events outside PSL's sphere of influence (e.g. item IV. 6.) significantly change the economic significance or the content of the delivery or significantly affect PSL's operation, the contract shall be adjusted appropriately in good faith; insofar as this is not economically justifiable, PSL shall be entitled to withdraw from the contract.

2. For all disputes between PSL and the customer, the place of jurisdiction is D-37520 Osterode. At the same time, PSL is entitled to bring an action at the customer's headquarters.

3. The contractual language is German. If the parties to the contract use another language in addition, the German wording shall take precedence.

4. All legal relationships between PSL and the customer shall be governed exclusively by the law of the Federal Republic of Germany applicable to the legal relationships of domestic parties to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

5. Should a clause of these conditions be ineffective, this does not affect the validity of the other clauses. If one clause of these conditions is only partially invalid, the other part shall remain valid. The parties are obliged to replace the ineffective clause by an effective substitute provision which comes as close as possible to the economic purpose of the ineffective contractual condition.

6. PSL processes personal data only in accordance with the legal provisions and the data protection declaration available www.psl-systemtechnik.com/en/privacy-policy/.

