Terms and Conditions of Sale, Delivery and Payment

1. Scope of Validity

1.1. The following terms and conditions apply to all of our quotations and contracts regarding terms of delivery, as well as the provision of services and the sale of software. Should there be any deviations or omissions, they take precedence over these terms and conditions.

1.2. The terms and conditions of software use apply to the provision of software by wenglor sensoric GmbH ("wenglor") to you as an end customer and a contractual partner to wenglor ("Customer"). These terms and conditions of software use regulate the provision of software as part of a product purchased from wenglor against payment, as well as the provision of demo software insofar as this is expressly provided for in section 3.11, “Demo Software”.

1.3. Otherwise, the laws of the Federal Republic of Germany shall apply to legal relationships between ourselves and the buyer. Stipulations set forth in standardized legislation regarding international procurement of mo- vables and services and the conclusion and the termination of international sales contracts do not apply, insofar as they deviate from our terms and conditions.

2. Quotations and the Conclusion of Contracts

2.1. All of our quotations are subject to confirmation.

2.2. Placed orders are only binding for us to the extent that they have been confirmed in writing by ourselves, or executed by means of immediate delivery and issuance of invoice. Collateral agreements and changes must be agreed to in writing.

3. Delivery and Payment

3.1. All quotations are subject to confirmation.

3.2.5 If the customer is provided with software which is subject to open source software conditions, wenglor and the customer.

3.9.2 Upon forwarding the licensed materials in accordance with the prerequisites set forth in section 3.10.1, the customer is entitled to surrender the licensed materials, along with a copy of these terms and conditions of software use, to a third party that may subsequently be granted the license in accordance with these terms and conditions of software use when using the software. The right to forward copies and partial copies of the licensed materials without delay. This also applies to the backup copy in accordance with section 3.10.1.

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3.5. Protection of Licensed Materials

3.6. Scope of Validity

3.7.1 The provisions of use of the software are based on the user documentation. The customer is solely responsible for selecting the software and the products, as well as for the results to be obtained by means of their use.

3.7.2 wenglor guarantees suitability of the software, in the version supplied to the customer, for its contractual purposes, in accordance with the user documentation. In the event of significant deviation from the user documentation, wenglor is entitled to remediate, and is obliged to rectify such defects insofar as this does not involve unreasonable expense. If wenglor does not succeed in eliminating such defects, the customer may, in consultation with wenglor, return the software in accordance with the statutory provisions. This right to demand a price reduction in accordance with paragraph 441 of the German civil code (BGB).

3.7.3 The customer shall provide wenglor with verifiable documentation regarding type and occurrence of deviation from the software user documentation and assist in pinpointing errors. If the customer is a merchant, stipulations set forth in paragraph 377 of the German commercial code (HGB) shall apply.

3.7.4 wenglor is not obliged to furnish any warranty of quality if the customer has altered or edited the software. Nor is wenglor obliged to furnish any warranty of quality if the software defect results from the customer's own fault. Where the customer uses the software in combination with hardware or computer programs not supplied by wenglor, or in violation of the user documentation.

3.7.5 The above stipulated warranty limitations do not apply in cases in which wenglor offers a corresponding guarantee for the quality of the licensed materials or has fraudulently concealed defects.

3.8. Statute of Limitations

3.8.1 Guarantee claims come under the statute of limitations – subject to the stipulations in the following clause and section 3.7.5 of the terms and conditions of software use – one year after delivery or download of the software. However, customer claims for compensation of damages or reimbursement of expenses remain unaffected by the stipulations set forth above and come under the statute of limitations in accordance with legal deadlines.

3.9. Forwarding of Licensed Materials

3.9.1 The customer is entitled to surrender the licensed materials, along with a copy of these terms and conditions of software use, to a third party that may subsequently be granted the license in accordance with these terms and conditions of software use when using the software. The right to forward copies and partial copies of the licensed materials does not include the forwarding of altered or edited versions of the licensed materials. Nor is wenglor entitled, at its own discretion and expense and in a scope which is reasonable for the customer, to undertake appropriate measures to eliminate such defects, the customer shall be required to pay for these services at the rates which are customary for wenglor at the point in time at which such services are rendered.

3.9.2 Upon forwarding the licensed materials in accordance with the prerequisites set forth in section 3.10.1, the customer shall provide wenglor with verifiable documentation regarding type and occurrence of deviation from the software use documentation and assist in pinpointing errors. If the customer is a merchant, stipulations set forth in paragraph 377 of the German commercial code (HGB) shall apply. This also applies to the backup copy in accordance with section 3.3.

3.9.3 Upon forwarding the licensed materials, the customer undertakes to fully delete or otherwise destroy all copies and partial copies of the licensed materials without delay. This also applies to the backup copy in accordance with section 3.3.

3.9.4 The above specified stipulations in this section (3.10) apply correspondingly to any subsequent forwarding of the licensed materials as well.

3.10. Demo Software

3.10.1 In addition to software which can be purchased for a fee, wenglor also offers demo software in the object code for downloading. The customer has no entitlement for beneficial use of demo software.

3.10.2 For the duration of the validity of any protective rights, the customer is granted the non-exclusive right to use the demo software for the wenglor products specified in the user documentation for his own purposes. Use of the software includes any duplication of the software by means of data storage, loading, running or display for the purpose of operating the products specified in the user documentation. In particular duplication of the software for the purpose of forwarding to third parties either free of charge or for a fee, as well as use of the software for the purposes of any third parties, is excluded.

3.10.3 The customer is not entitled to grant any rights to any third party with regard to the rights to the software which have been granted to him. Nor may the customer sub-license rights to the software, which have been granted to him, to any third party.

3.10.4 The customer is not entitled to modify or edit the demo software. Reinstallation of the object code is only permissible in accordance with the legally stipulated limitations set forth in paragraph 69f of German copyright law (UrhG). Any other reinstallation is prohibited. Customer specifications set forth in paragraph 69d, sections 2 and 3, of German copyright law (UrhG) remain unaffected by this.

3.10.5 Otherwise, the following stipulations from the terms and conditions of software use apply analogously to provision of the demo software: sections 3.1, 3.3, 3.5 and 3.9.

3.11. Termination

3.11.1 Both parties to the contract are entitled to terminate the contract by giving notice. This applies in particular when one of the parties violates fundamental contractual obligations stipulated in these terms and conditions of software use and continues to do so, or neglects to remedy the consequences of such violation, despite being reprimanded with a reasonable deadline.
In the event that the respective prerequisites have been fulfilled, the buyer is entitled to withdraw from the contract, demand compensation for damages or reduce payment if we, or our own fault, allow a reasonable extension for rework or replacement of defective goods, which has been set by the buyer, to expire, if we are not able to rework or replace the goods, or if we fail to correct rework or replace defective goods after making two attempts.

9. Limitation of Liability

The guarantee is null and void in the case of use for other than the intended purpose or improper use, chemi

10. Reservation of Proprietary Rights

In the event of defective shipped goods, the buyer may only exercise warranty rights

The buyer is not entitled to any rights of retention with regard to payments to be made to ourselves.

If the value of the securities established on our behalf exceed our claims by a total of more than 20%, we are obligated upon request from the buyer to release or reassign excess securities, although we reserve the right to decide which claims can be released.

The buyer is obligated to notify us without delay regarding any encashment or, if, at our own discretion, and is generally not permissible in the case of payment by means of bill of exchange.

The buyer is entitled to claim results from resale until further notice from us at any time.

The buyer is entitled to collect claims resulting from resale after one year after conclusion of the contract.

10.1. We reserve proprietary rights to all shipped goods without exception. We retain all proprietary rights to the goods until full payment of all of our claims resulting from our business relationship with the buyer (retained goods) have been paid in full. Bills of exchange and checks are only accepted valid means of payment if we are released from any liability thereafter. Reservation of proprietary rights is not rescinded in the event that individual claims within a current invoice are annulled, or after agreeing upon an accepted balance.

10.2. Processing or modification of the shipped goods by the buyer is executed on our behalf as the manufacturer. If the goods are combined or mixed with other goods which do not belong to us by the buyer in order to create a new item, we are entitled to co-ownership of the new product proportionate to the value of the retained goods relative to that of the other processed and/or combined goods at the point in time of processing.

10.3. The buyer is only entitled and authorized to resell the retained goods by means of normal business dealings on the condition that the sales contract terms and conditions of business, and only provided that the claims defined in section 9.4 are actually assigned to us. This authorization can be revoked in the event that the buyer is in default of payment. He is not authorized to dispose of the retained goods in any other fashion, and in particular may not use them as a pledge or security for any debt.

10.4. Already at the time this contract is signed, the buyer assigns claims resulting from resale of the retained goods to us, regardless of whether the retained goods are resold without or after processing, and regardless of whether the retention of title in the retained goods is declared in the sales contract or in a technical question. In this case, he undertakes to otherwise dispose of the contract goods, and to supply the buyer with the ordered goods within an appropriate period of time.

10.5. The buyer is entitled to collect claims resulting from resale only after further notice from us at any time.

10.6. If the value of the securities established on our behalf exceed our claims by a total of more than 20%, we are obligated upon request from the buyer to release or reassign excess securities, although we reserve the right to decide which claims shall be released.

10.7. The buyer is obligated to notify us without delay regarding any encashment or, if, at our own discretion, and is generally not permissible in the case of payment by means of bill of exchange.

10.8. The assertion of rights regarding the retention of property cannot be construed as withdrawal from the contract.

11. Default of Payment

11.1. If the buyer seriously and culpably violates his contractual obligations, in particular if he is in default of pay-

11.2. If the buyer is a merchant, any disputes arising from the contractual relationship shall be settled exclusively in the court of law in Tettnang, Germany. This applies to liabilities on bills of exchange and checks as well. We are also entitled to initiate legal action at the buyer's location.

11.3. Even if we do not withdraw from the contract, we are nevertheless entitled, in the event of default of payment of the buyer, to refuse to ship the goods, to decline his return of our retained goods from him (see section 9.9), and to withhold the goods, as well as any open shipments, until all of our claims have been paid in full.

11.4. We are entitled to demand interest at the bank's usual account current account credit rates, or, at our own discretion, and is generally not permissible in the case of payment by means of bill of exchange.

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12. Further Rights of Withdrawal and Liability

12.1. The buyer is entitled to withdraw from the contract if it becomes conclusively impossible for us to complete ship-

12.2. We are entitled to withdraw from the contract, either fully or partially, if, in the case of unforeseeable events, proper execution of the order is no longer possible or becomes economically unacceptably, assuming that we have to bear the situation with the resources at our disposal. In such case, the buyer is not entitled to assert any claims for the compensation of damages due to withdrawal of this sort.

12.3. Our liability is based solely upon the stipulations set forth in these terms and conditions and compulsory legal provisions.

13. Use and Resale of the Goods

The customer is required to ensure that any third parties who, by arrangement of the customer, use the goods within the context of their business activities, do not misuse the goods, or are aware of the possible risk of misuse. If we are not able to rework or replace the goods, at our discretion, within time

14. Court of Jurisdiction

If the buyer is a merchant, any disputes arising from the contractual relationship shall be settled exclusively in the court of law in Tettnang, Germany. This applies to liabilities on bills of exchange and checks as well. We are also entitled to initiate legal action at the buyer's location.

15. Data Security

The buyer is entitled to use the software in the framework of normal business operations which we will be treated with due care in accordance with regulations set forth by the BDSG (German data security law).

wenglor sensoric elektronische geräte gmbh, 88069 Tettnang, Germany, revision level: August 2018