

SENSOR TO IMAGE TERMS AND CONDITIONS

ARTICLE 1 : AREA OF VALIDITY

All agreements and offers made by Sensor to Image GmbH are subject to these general terms and conditions (GTC). They shall be considered acknowledged upon the granting of a contract or acceptance of delivery.

We are not bound to divergent conditions of the purchaser, even without the express and immediate contradiction of such conditions.

Divergences from these GTC shall only take effect if confirmed in writing by Sensor to Image GmbH.

ARTICLE 2 : PRICES / PACKAGING

All prices are quoted on the basis of ex-works Schongau. The prices contained in the order confirmation are contractually binding.

The client is charged for packaging and shipment at the cost price.

ARTICLE 3 : TIME OF DELIVERY AND PERFORMANCE

Delivery deadlines and delivery periods must be specified in writing.

In the event of impediments to delivery resulting from strike, material shortage, non-delivery on the part of suppliers, or other instances of force majeure, Sensor to Image GmbH has the right to declare itself released from the performance obligation to the client.

The delivery is considered performed at the point in time at which the goods leave the factory.

ARTICLE 4 : TRANSFER OF RISKS, SHIPPING AND FREIGHT

The goods are always shipped at the risk of the recipient, even if free-hauled. Risk for the goods is transferred when the goods leave our premises. The risk of incidental deterioration of the goods is also transferred to the purchaser at that time.

ARTICLE 5 : RESERVATION OF TITLE

Sensor to Image GmbH reserves title to the delivered goods until the complete payment of all claims, according to §455 BGB (German Federal Law).

The purchaser has the right to resell the reserved goods in the normal course of business.

The goods are delivered under extended reservation of title, meaning that the goods delivered by the supplier remain the property of the supplier. In addition, future, revocable client claims regarding resale as part of the normal course of business are relinquished in advance until the full payment of all debts resulting from the business affiliation.

Pledging of the goods and assigning by way of security are excluded.

ARTICLE 6 : Processing of the Reserved Goods

Purchaser's right of title to the reserved goods under §950 BGB is excluded in the event of the processing of the reserved goods into a new object. A slight processing results for the seller.

If the reserved goods are processed or connected with other goods not belonging to Sensor to Image GmbH, Sensor to Image GmbH shall share title to the new object in the ratio of the proportionate value of the reserved goods to the other processed goods at the time of the processing or connection.

The same applies to the new object resulting from the processing as applies to the reserved goods.

ARTICLE 7 : Terms of Payment

All invoices must be paid in full (without discount) no later than 30 days after the invoice date.

In the event of default, Sensor to Image GmbH is authorised to charge default interest greater than 4% over the prevailing bank rate.

Cheques shall only be accepted for collection on account of payment.
We assess the discount charges of private banks for the acceptance of bills of exchange.

ARTICLE 8 : Warranty

For every device of our own manufacture, we guarantee that defects which occur within 6 months of the delivery of the devices and which can verifiably be traced back to fabrication or material faults shall be removed, upon sending the device to our factory, by repairing or replacing the defective part.

The warranty period begins on the date of delivery.

Defects must be reported to us immediately (within 10 days) in writing.

Extraneous intervention voids the warranty.

The warranty conditions of the third-party supplier are valid for the delivery of devices which are not of our own manufacture. This also applies to contracted parts.

ARTICLE 9 : Scope of the Software Usage

Sensor to Image GmbH retains all rights to the supplied software, even after complete payment of all claims, regardless of whether the programs are installed (ROM, PROM or EPROM) or supplied separately on a data carrier. The purchaser is only authorised to use the programs as intended and in conjunction with the delivered system. Copying the assigned programs in any form requires the express written consent of Sensor to Image GmbH. In general, software-development orders granted to us shall only be delivered as object code. The source code may be delivered for payment under separately concluded agreement, provided such delivery does not oppose the interests of Sensor to Image GmbH.

ARTICLE 10 : Product Liability

Sensor to Image GmbH is only liable for defects and faults which verifiably result from faults in the manufacture.

All other and further-reaching claims on the part of the purchaser, especially claims for damages, including damages resulting not from the delivered object itself but from its use, application or other causes, are excluded.

Other supplied or arranged services, such as client-specific software, new technologies and technical know-how, are furnished without guarantee. This exclusion of guarantee also applies to any potential patent status, including its violation, arising from the contribution of our products or technologies alone or in connection with other products.

ARTICLE 11 : Damages

If legal claims for damages should arise within the scope of the contractual agreement, the liability of Sensor to Image GmbH is limited to intent and gross negligence.

ARTICLE 12 : Commissioning/Use of the Devices

The client commissions and uses our products at his own risk. This especially applies to opening the devices and every sort of intervention in the devices or the operating system.

ARTICLE 13 : Product Modifications

Sensor to Image GmbH reserves the right to make modifications to its products at any time. Sensor to Image GmbH is not obligated, however, to make such modifications to already delivered products.

ARTICLE 14 : Delegation of Contractual Rights

Sensor to Image GmbH may transfer the contractual rights to third parties.

ARTICLE 15 : Place of Performance

The place of performance for delivery and payment is Schongau.

ARTICLE 16 : Place of Jurisdiction

Place of jurisdiction is Schongau in Germany. German law applies.