

## **Schmidt Mess- und Regeltechnik: General terms and conditions**

Our offer is aimed exclusively at entrepreneurs. We do not serve private individuals. Our devices are intended for professional users and may only be installed, serviced and operated by authorized, trained specialists.

### **Offers and order confirmations**

Our offers are subject to change. The purchase contract is concluded with our written order confirmation.

The technical data, images and drawings supplied with the offer and / or with the order confirmation are only binding if this is confirmed in writing. Pictures show one of numerous devices in a series. The appearance of individual devices can therefore differ from the illustration.

### **Delivery times and delay**

We deliver on agreed delivery dates. Delivery dates of our customers are taken into account as far as possible. Binding delivery dates are exclusively the dates stated on our order confirmation. Adherence to the delivery deadlines presupposes that the customer delivered all the necessary documents on time and that payment was received on time if the advance payment was agreed. In the event of force majeure, the delivery period will be extended accordingly.

Partial deliveries are permitted.

### **Goods inspection**

All statements and information about the suitability, quality and application of our goods do not exempt us from our own tests and trials.

The customer is responsible for observing legal and official regulations when using our goods.

### **Notice of defects**

The devices and spare parts supplied by us must be checked for completeness and any defects immediately upon receipt by the customer. Warranty claims for defects that could have been identified prior to installation or processing are void after installation insofar as the defects were previously ascertainable.

Defects are to be reported to us within 14 days after delivery of the goods using our complaint document. Hidden defects are to be reported to us immediately after detection of the defects and within the warranty period. Our complaint document is available on request.

Notices of defects do not change the terms of payment. In particular, the customer has no right of retention against Schmidt Mess- und Regeltechnik.

Any unauthorized interventions on the goods and / or improper handling of the goods, or caused by third parties, will void the right to warranty.

## **Warranty**

We guarantee that the delivered devices work in accordance with the product specifications, provided they have been installed and operated in accordance with the data sheets and operating instructions available on our website. We do not guarantee that the product is suitable for the purpose intended by the customer. The customer is solely responsible for deciding whether the devices supplied are suitable for use.

If there is a defect for which we are responsible, we have the right to choose the appropriate supplementary performance. This can be done in the form of rectification, replacement delivery or reimbursement of the reduced value. Further claims of the customer, e.g. Contractual penalties, claims for damages, lost profits or other financial losses are excluded.

To remedy the defect, the customer must grant us the time and opportunity necessary at its reasonable discretion. If he refuses this, we are released from liability for defects.

If we are notified of defects that require an inspection of the goods, the costs of this inspection are to be borne by the customer, provided there is no defect or the defect was caused by the customer.

If Schmidt Mess- und Regeltechnik does not meet its obligation to repair, replace or refund the reduced value, the customer has the right to reduce the purchase price or to withdraw from the purchase contract.

The duration of our warranty is 12 months from the invoice date / delivery date.

## **Disclaimer of liability**

Claims for damages by our customers are granted under the Product Liability Act.

Any further claims for damage by the customer are excluded, in particular a claim for compensation for damage that did not occur to the delivery item itself. This does not apply if there is compulsory liability for personal injury in accordance with the Product Liability Act or in cases of intent, gross negligence or the lack of guaranteed properties.

Our liability expires if the delivered goods have been dismantled or changed by installing parts of foreign origin and the damage is causally related to such a change. Liability expires if the customer does not follow our operating instructions or does not follow them properly.

## **Terms of payment**

The payment terms stated in our offer and our order confirmation apply.

The invoice amount is due on the payment date without any deductions, regardless of complaints. Payments are to be made to the supplier's paying agent.

In the event of a delay in payment, subject to the assertion of further damage, default interest of 9 percent above the base rate is payable.

If there are doubts about the solvency, in particular in the case of payment arrears, we can, subject to further claims, demand advance payments or collateral as well as revoke granted payment terms.

**Retention of title**

The goods remain our property until all of our claims against the buyer have been paid in full.

**Extended retention of title**

The buyer is entitled to resell the reserved goods in the normal course of business. The purchaser hereby assigns the claims of the customer from the resale of the reserved goods to us in the amount of the final invoice amount agreed with us (including VAT). This assignment applies regardless of whether the purchased item was resold without or after processing. The buyer remains authorized to collect the claim even after the assignment. Our authority to collect the claim ourselves remains unaffected. However, we will not collect the claim as long as the buyer meets his payment obligations from the proceeds received, is not in arrears and, in particular, there is no application to open insolvency proceedings or payment is suspended.

The processing, processing or transformation of the purchased item by the buyer is always done in our name and on our behalf. In this case, the buyer's entitlement to the purchased item continues with the remodeled item. If the purchased item is processed with other objects that do not belong to us, we acquire co-ownership of the new item in the ratio of the objective value of our purchased item to the other processed items at the time of processing. The same applies in the event of mixing. If the mixing takes place in such a way that the buyer's thing is to be regarded as the main thing, it is agreed that the buyer transfers proportional co-ownership to us and stores the resulting sole or co-ownership for us. In order to secure our claims against the buyer, the buyer also assigns to us claims that accrue to him from a third party through the connection of the goods subject to retention of title; we accept this assignment now.

The rights to the supplied documents, drawings and pictures remain with us. They may only be made accessible to third parties after written approval.

**Place of jurisdiction**

The place of fulfillment and jurisdiction for all services of Schmidt Mess- und Regeltechnik is the company's headquarters in Spiesheim. The law of the Federal Republic of Germany applies to the contractual relationships between us and our business partners.

**Severability clause**

Our general terms and conditions apply exclusively.

Subsidiary agreements are only effective if they have been confirmed in writing.

Should one provision of these general terms and conditions be ineffective, the effectiveness of the remaining provisions will not be affected. The parties undertake to replace the ineffective provision with an effective regulation that comes as close as possible to this provision.

Status: 21.04.2021

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