

**General business, delivery, offer and payment conditions
of the company UNDATEC flow measurement solutions
As of November 2016
VAT ID no .: DE 258 275 392**

1. General

1.1 These general business, delivery, offer and payment conditions apply to all sales contracts and to the entire business relationship between UNDATEC and the buyer. Conditions other than these, in particular general purchasing conditions of the buyer, do not apply, even if UNDATEC does not expressly contradict them.

1.2 At the latest upon acceptance of the goods, the buyer accepts these general terms and conditions of UNDATEC.

2. Offers and orders

2.1 All contractual negotiations between the parties, telephone agreements or other agreements, in particular Changes to the order require mutual written determination and, if they deviate from the originally agreed purchase contract, the written confirmation of changes.

2.2 Orders placed by the buyer with UNDATEC only become legally binding upon written confirmation from UNDATEC.

2.3 The written order confirmation will be replaced by the invoice if the order is executed immediately.

2.4 UNDATEC is not obliged to accept a purchase offer if orders are placed on the basis of circulars and price lists enter.

2.5 Offers from UNDATEC - flow measurement solutions are non-binding, unless the binding to the offer is noted in writing.

2.6 The present offer and contract terms are part of every offer from UNDATEC.

2.7 Assurances about the product quality of UNDATEC only become part of the contract if they are expressly confirmed in writing. Prospectus information is only valid as expressly warranted properties within the meaning of the sales law if these are expressly agreed in individual cases.

3. Prices

3.1 The prices are in EURO (€) excluding packaging for delivery from Ölbronn-Dürrn plus the VAT applicable on the day of invoicing, as well as any other statutory delivery taxes.

3.2 The latest version of the UNDATEC price list is valid.

4. Dispatch and transfer of risk

4.1 The dispatch takes place on account of the buyer. Transport insurance to the delivery location specified by the buyer will be carried out and charged by UNDATEC to cover the purchase price, unless it is expressly excluded by the buyer.

4.2 Part deliveries by UNDATEC are permitted.

5. Payment terms

5.1 Payments are (if not expressly stated otherwise on the respective invoice) within 30 days of invoicing without to make every deduction. After that, usual bank interest will be charged, starting with the first reminder.

5.2 Payments are used in advance to settle the oldest debt due plus the resulting default interest and legal prosecution costs and finally as a payment on the purchase price.

5.3 Payments are only accepted in cash, bank transfers, cash or crossed checks. Bills of exchange are not accepted.

5.4 If the buyer does not meet his payment obligations and / or other obligations under the general terms and conditions of business, delivery and payment of UNDATEC, he stops his payments, or if his assets or that of his legal representatives are filed for bankruptcy proceedings, so the entire legal debt is due for immediate payment. In this case, UNDATEC is entitled to withdraw from all contracts and to take back goods that have already been delivered from retention of title, as well as to demand reimbursement of all costs related to the withdrawal (e.g. return transport, depreciation, etc.).

5.5 A right of retention against the payment claim due to claims that do not relate to the delivery item itself is excluded; The purchase price claim can only be offset against undisputed or legally established claims.

6. Retention of title, pledging, assignment

6.1 UNDATEC retains ownership of the delivered goods until the purchase price has been paid in full, including default interest and legal costs.

6.2 Until the transfer of ownership of the goods delivered by UNDATEC to the buyer, the buyer may neither pledge them nor transfer them to third parties as security.
If the goods are attached or confiscated, the buyer is obliged to notify UNDATEC immediately and must bear all costs that arise in connection with the release of the goods. The buyer may sell the goods in the normal course of business, provided that he is not in default with UNDATEC in fulfilling his obligations. The buyer bears the risk of loss, damage or wear and tear during the retention of title. If the buyer combines the goods with other items, UNDATEC acquires joint ownership of the connected items in the ratio of the value of the other to the goods of UNDATEC related things. The customer hereby assigns his claims from the transfer of the reserved goods in the respective net invoice value to UNDATEC as security; UNDATEC hereby accepts this assignment. The buyer's right to sell the goods delivered by UNDATEC ends when the buyer is in arrears or becomes insolvent. In this case, the buyer can only dispose of the reserved goods with the written approval of UNDATEC.

7. Delivery times

7.1 As UNDATEC is not itself the manufacturer of the components it processes, delivery times can only be given for goods in stock. In addition, it is only about "expected delivery dates" without any obligation in the sense of a fixed date. UNDATEC undertakes to notify the buyer immediately in writing of any anticipated delays in the delivery date.

7.2 If the prospect of an "expected delivery date" is delayed unreasonably for the buyer, the buyer has the right to set UNDATEC a reasonable grace period of at least 4 weeks and, after this grace period has elapsed without result, to withdraw from the purchase contract in whole or in part. Further claims are excluded; also claims for damages due to non-performance, unless a legal representative or vicarious agent of UNDATEC is

proven to have acted with intent or gross negligence.

7.3 The expected delivery time originally promised in the written purchase contract is extended appropriately in the event of operational disruptions, strikes, lockouts, non-delivery by sub-suppliers and other cases over which UNDATEC has no influence.

8. Cancellation of delivery

8.1 If the customer cancels orders in whole or in part and does not meet his purchase obligation, UNDATEC is entitled to claim lump-sum damages.

8.2 The delivery items already produced at the time of the withdrawal from the contract are to be paid at the full purchase price.

8.3 For items that have not yet been produced, a flat-rate compensation of 60% is payable if the cancellation is not made earlier than 30 days before the scheduled delivery date.

8.4 In all other cases, flat-rate compensation in the amount of 40% of the net delivery value is to be paid.

8.5 If the customer can provide evidence of lower damage, only this damage is to be paid. Conversely, UNDATEC can charge the damage actually incurred in the event of a contract withdrawal instead of the flat-rate compensation.

8.6 This does not affect the right to claim damages for non-performance, provided the customer does not make partial deliveries paid in accordance with the contract and therefore remaining deliveries will be rejected by UNDATEC.

9. Warranty (hardware)

9.1 UNDATEC guarantees that the goods delivered do not have any material or workmanship defects that would negate or reduce the value or suitability for normal use or use as stipulated in the contract.

9.2 The guarantee also exists in the absence of properties expressly assured in the order confirmation.

9.3 The warranty is 24 months from receipt of the goods by the buyer.

9.4 Transport damage and insufficient quantities of deliveries must be reported by the customer in writing within 8 days of receipt of the delivery by UNDATEC. The buyer is obliged to examine the goods immediately after delivery by UNDATEC and, if a defect is found, to notify UNDATEC immediately in writing and to return the defective goods free of charge with a detailed description of the alleged defect. If the buyer fails to notify us, the goods are deemed to have been approved, unless the defect could not be identified on closer inspection. Such a defect must be asserted immediately after it is discovered, otherwise the goods are considered approved in view of this defect.

9.5 In the event of a justified complaint, UNDATEC guarantees that it will correct material and processing errors by repairing or replacing the affected parts.

9.6 If the buyer does not agree to any of these warranty claims to which he is entitled by UNDATEC, his possible claims for rescission, reduction in price or damages, including any reimbursement for assembly and disassembly costs and consequential damage, shall lapse.

9.7 UNDATEC does not accept any liability for defects in the purchased item caused by chance, improper use,

negligence, alteration, improper installation, repair or improper testing measures on the part of the buyer or his agents.

9.8 Removal or elimination of the original technical identification voids the guarantee.

9.9 If the rework fails or the replacement delivery is not faultless, the buyer has the right to demand a reduction (lowering of the purchase price) or cancellation (cancellation) of the contract.

9.10 UNDATEC can exclude any guarantee when selling used hardware.

9.11 Personal liability of UNDATEC employees who acted as vicarious agents of UNDATEC is excluded.

10. Warranty (software)

10.1 for the delivery of software applies - to the exclusion of contract and sales law - service contract law.

10.2 If software developed by UNDATEC does not correspond to the contractually stipulated use and deviations are made in writing, UNDATEC is obliged to make subsequent improvements within the statutory limitation period of 12 months.

10.3 No guarantee is given for software not produced by UNDATEC. The rights evident from the respective license conditions apply.

10.4 However, the product deviation in the sense of market innovations is not considered a defect. The customer is only entitled to software maintenance and adaptation if a further consulting contract is concluded.

10.5 Liability for damages for direct and indirect set loading is excluded, unless there is intent or gross negligence on the part of a legal representative or vicarious agent of UNDATEC.

11. Producer Liability

11.1 The customer is released from liability in accordance with the EC Product Liability Directive insofar as the damage is caused by the defectiveness of a product manufactured by UNDATEC.

11.2 Exemption from liability does not apply in the event that the customer's product is defective through the use of an UNDATEC product because the UNDATEC product should not have been used in the selected manner. Furthermore, there is no release from liability in the event that UNDATEC manufactures a product on the instructions of the customer, without knowledge of the end product or without the possibility of checking its use.

11.3 There is no exemption from liability to the customer if UNDATEC is subject to an exclusion of liability in accordance with Article 7 of the EC Directive.

12. Export and re-export

12.1 All deliveries by UNDATEC are subject to the export license in accordance with German foreign trade law, the knowledge of which is the responsibility of the customer.

12.2 Products and technical know-how supplied by UNDATEC are intended to remain in the Federal Republic of Germany due to the existing licenses and copyrights. The re-export individually or in a system-integrated form

is subject to approval for the customer.

13. Place of jurisdiction

13.1 The place of jurisdiction for all disputes arising from or about this contract is Pforzheim/Germany.

13.2 The legal relationships between the parties are exclusively subject to the law of the Federal Republic of Germany.

14. Miscellaneous

14.1 If the buyer does not fulfill his obligations under the purchase contract, UNDATEC can refuse further deliveries without prejudice to the assertion of its other rights.

14.2 If a provision of these general terms and conditions of business, sales and delivery is declared to be legally invalid, it is deemed to be replaced by a provision that comes as close as possible to the meaning of the invalid provision in terms of its economic result and takes into account the interests of the parties involved.

14.3 The buyer cannot assign his rights to third parties without UNDATEC's prior written consent.

14.4 If a customer falls under the personal protection area of the Data Protection Act, he declares that he agrees to the processing of his data, insofar as it is necessary for the purpose of the contract.

14.5 The copyrights as well as usage and exploitation rights to the sold product remain with UNDATEC regardless of the contractually regulated delivery to the customer. Reproduction of individual delivery parts or systems from UNDATEC is only permitted with written approval from UNDATEC.

14.6 The reproduction of UNDATEC software is only permitted for in-house use or for backup purposes.

14.7 The duplication of UNDATEC documentation of all kinds as well as the passing on to third parties is only permitted with the written approval of UNDATEC.

14.8 UNDATEC products or parts thereof may not be used in life-sustaining, medical or military systems or generally dangerous media without consulting UNDATEC and receiving written approval from UNDATEC. The respective copyright regulations apply to software not produced by UNDATEC.