

## General Terms and Conditions of Sale

In this Contract "Company" means Bruker + Günter.

### 1. Order and Contract:

1. Our General Terms and Conditions of Sale shall apply exclusively; business terms and conditions conflicting with or deviating from our General Terms and Conditions of Sale are only recognized insofar as we expressly agree to them in writing.
2. Quotations are not binding and are estimates only unless agreed otherwise.
3. No order for goods shall be deemed accepted by the Company until confirmed in writing by the Company. Oral amendments, changes and agreements of any kind must be confirmed by the Company in writing to be effective.
4. Any documents which are part of quotation papers such as illustrations, drawings and specifications are only estimates based on experience unless explicitly agreed as binding. Copyright stays with the Company and any of these documents remain property of the Company. They must not be made available to third parties and are to be returned upon request or if no order is placed with the Company.
5. Templates are only provided upon request and are charged separately.
6. The Purchaser shall be responsible for the accuracy of an order and for giving the Company any information necessary for the Company to perform the contract.
7. After entering into a contract, the Company may require advance payment or the provision of additional collateral if we have bona fide doubts to the solvency of the Purchaser. The Company may delay or cancel any shipment or order, should the Purchaser fail to fulfil obligations when due.

### 2. Price:

1. The agreed prices in all quotations and purchase orders shall be in Euros. If for a delivery no price arrangement has been made, pricing will be based on delivery date.
2. Except as otherwise stated, prices are ex-works and without packaging. Agreed prices are only valid for the ordered amount and design as specified in quotation and order. Additional drawings, patterns, fitting pieces or templates requiring extra handling may be charged separately.

### 3. Terms of payment:

1. Due and payable in full within 30 days from date of invoice. A 2 % cash discount is granted if all payments are made within 8 days of invoice date.
2. The Purchaser shall pay all sums due to the Company under this Contract without any deduction, counterclaim or any other withholding of monies. Set-offs are only admissible if agreed between the parties in writing.

### 4. Shipping:

Goods are sent at the Purchaser's risk. This also applies if free shipping arrangements have been made. Unless instructed otherwise, the Company will opt for the cheapest shipping available, but prices are not guaranteed.

### 5. Packaging:

1. Cardboard packaging is non-returnable and charged at cost.
2. Shipping crates in good condition with our sign on may be returned freight-free. Two thirds of the invoiced charges are then credited.

### 6. Delivery:

1. Times and dates for delivery are approximate only and no liability is accepted by the Company. The Company shall not be responsible for any costs incurred by the Purchaser in relation to any delay in delivery.
2. Any delivery period begins on the date of the Company's acceptance of the Purchaser's order, provided that the Company receives from the Purchaser any further information or documents which it may require to proceed with the contract. If the Purchaser fails to supply such information promptly, the scheduled delivery shall be extended by the period of delay. If any events beyond the Company's reasonable control prevent or hinder us to fulfil the scheduled delivery, prompt notice shall be given to the Purchaser. The delivery period is regarded as being complied with when the goods have left the Company's premises.

### 7. Orders for goods to be delivered on demand:

In the event that the Purchaser has ordered goods to be delivered on demand, a 6 month period is given, starting on the date of acceptance of the order, unless otherwise agreed. After expiration of this period the Company may charge the order to the Purchaser's account.

### 8. Obligation to take delivery:

Any order cancelled by the Purchaser for whatever reason after acceptance by the Company shall be liable to a charge for any costs incurred for materials, tooling and labour. The Company may claim damages for the Purchaser's failure to comply with his obligation to take delivery.

### 9. Force Majeure:

The Company shall not be liable to the Purchaser to the extent that fulfilment of its obligations has been prevented, hindered or delayed by force majeure and is entitled to withdraw from the contract partially or entirely. Force majeure shall mean any circumstances beyond the control of the Company and shall include war and preparation for war as well as hold-ups due to breakdown of machinery, shortage of materials or supplies and blocked access to roads and railways.

### 10. Quantities:

Exact quantities cannot be guaranteed. We reserve the right to overrun or underrun not to exceed 10% of quantities ordered.

#### **11. Quality:**

The Company shall ensure that bulk articles are of marketable quality. Quality shall be in accordance with the DIN standard 267 m, or as specified in quotations and orders or any additional drawings regarding surface condition, dimensional accuracy etc.

#### **12. Defective goods:**

Without prejudice to the provisions of German Law §377 BGB, any variation to the amount of the delivered goods must be notified to the Company immediately. The Purchaser shall give written notice to the Company within 8 days of receipt of the goods specifying that there is any defect or fault. Then, at its sole discretion, the Company will either refund the price of or replace free of charge any such goods at its sole discretion, provided always that the Company is liable to the damage. Any other claims shall be excluded. If the goods are not to be delivered to the Purchaser but to a third party, the Purchaser is required to investigate the goods at the Company's premises before delivery takes place. If not otherwise agreed, defective goods are to be returned to the Company.

Acceptance of goods must comply with the relevant DIN standard 267 m. This also holds good if a compensation delivery does not conform to the Purchaser's wishes.

#### **13. Partial delivery:**

1. The Company shall be entitled to make partial deliveries.

2. The Purchaser shall inspect the goods as soon as is reasonably possible on delivery. The Purchaser must advise the Company immediately about any discrepancy between the goods delivered and the goods ordered. The Company shall have no liability for damages or costs caused or contributed to by the Purchaser's continued use of defective deliveries after a defect has become apparent or should reasonably have become apparent to the Purchaser. The Purchaser shall give the Company a reasonable opportunity to remedy any matter for which the Company is liable before the Purchaser incurs any costs or expenses concerning the remainder of the delivery. If the Purchaser does not do so the Company shall have no Liability to the Purchaser.

#### **14. Reservation of Title**

1. The goods delivered by the Company remain property of the Company as reserved goods until all obligations resulting from the contractual relationship including other claims subsequently acquired by the Company against the Purchaser in connection with the goods delivered are met and until all other claims (including all unsettled balances from current account) are settled.

2.a) The Purchaser is entitled to resell the reserved goods in the regular course of business unless an application is filed for insolvency proceedings to be instituted against the Purchaser's assets.

b) The Purchaser is also entitled to process or join the reserved goods with other goods and to sell the new article.

3. However, it may neither pledge the reserved goods nor transfer ownership of them as security without our written consent. The Purchaser must inform us immediately of enforcement measures being taken by third parties in respect of the reserved goods by handing over to us the documents required for any intervention. Interventions are at the cost of the Purchaser.

4. The Purchaser is obliged to protect the Company's rights if goods which are subject to reservation of title are resold on credit and assigns any of his claims from the resale to the Company. With immediate effect the partner assigns to us as security all claims and rights deriving from the sale for which we may have given the partner permission of goods over which we have reservation of title. The Purchaser is to notify the Company and to hand in a declaration of assignment to the Company (in duplicate) if requested.

5. In the case of 2b) the following applies:

a) In the event that the reserved goods are processed and joined with other goods, the Company is entitled to co-ownership of the new article in the proportion of the invoice value of the reserved goods to the invoice value of the other goods.

b) In the event that the new article is sold on credit, the Purchaser agrees to assign to the Company the claims arising from the sale of the new article in order to secure all outstanding claims of the Company against the Purchaser.

If the value of the existing securities exceeds the secured claims in total by more than 20 per cent, we undertake, at the partner's request, to release securities of our choice in this respect.

#### **15. Release of collateral:**

If the value of the existing collateral exceeds the secured claims of the Company, we undertake, at the Purchaser's request, to release collateral to the Purchaser.

#### **16. Place of performance and place of jurisdiction:**

The place of performance for all obligations arising from the contract is Schramberg/Tennenbronn.

Place of jurisdiction: Rottweil, Baden-Württemberg

#### **17. Assignment of contract rights**

The contract rights of the Purchaser and the Company may only be assigned to a third party with express mutual consent.

#### **18. Final provisions**

If any of the provisions of these General Terms and Conditions of Sale are held to be invalid or unenforceable, the validity or enforceability of the remaining provisions shall not be affected.