

1. General

The following terms and regulations of our general business conditions are an essential part of our quotations and contracts and shall apply, if nothing else has been agreed upon in writing within our quotation or order confirmation text. General conditions of the buyer shall only apply if VOGT have expressly agreed to them. An express objection from the supplier in individual cases is not required. Any supplementary agreements require the written form.

Priority are the listed conditions, subordinate are the general supplier conditions of the German Electronic Industry.

2. Quotations and Scope of services

All quotations are without obligation and subject to confirmation. Documents, which form part of the quotation, such as illustrations, drawings, dimensions are not binding unless we have expressly described them as being binding in particular cases. The information is only a technical description and contains a warranted quality only in particular cases if this has expressly been confirmed by Vogt. We reserve the proprietary and copyright for the quotation related documents such as cost estimates, drawings or similar. The buyer is not allowed to make these accessible to third parties without our express permission.

We will not work or change the parts to be tested by us. In case that works or changes must be done exceptionally and only our prior consultation of the buyer, Vogt will only be liable for damage caused deliberately or due to gross negligence by a legal representative or one of his assistants. In any case, we will charge these additional works separately. The definite factor for the scope of delivery of our testing is written agreement, signed by both parties. The test results will be evaluated in conformance with the current regulations or according to customer's company standards. Other evaluation criteria are only binding for us if we are properly informed by the customer in writing. Only the facts written down in the test report are binding. Vogt will assume no responsibility for the consequences of measures the buyer has decided on his own due to test results.

Terms of Delivery

Not included in the price, if not listed explicitly are

- The installation, putting the system into operation, functional testing and acceptance test procedure (ATP) of the software/the instrument at the place of destination.
- Personnel costs, including all additional costs of our personnel for the installation, putting the system into operation, functional testing and acceptance of the software/the instrument at the place of destination.
- The supervision of the test operation with introduction of the user and maintenance personnel at the place of destination.
- The travelling expenses, the per diem allowance and the expenses for overnight accommodation as well as additional costs which are related to the project or to travelling.

Software, included in the scope of delivery, basically will be supplied without Source Code and programme description, but with an user manual.

Due to the regulation of the CE-mark, it might be necessary to define a specification according to European standard EN 60204-1/A1/Safety of Machinery 2009 together with the customer before placing the order. We reserve the right to make changes as far as they are based on technical and scientific improvements.

3. Contract Conclusion

The contract is concluded upon receipt of VOGT's written order confirmation. All changes and amendments must be confirmed by VOGT in writing.

4. Prices

All prices and calculations are net prices. The value added tax valid at the time of fulfilment/agreement will be invoiced additionally and stated separately. Furthermore, the prices quoted in our offer, resp. our order confirmation, apply. If there is a period of more than four (4) months between contract conclusion and contractually agreed delivery date and after this period, general costs for wages, materials, etc. have increased, these increases can be passed on to the customer. Other costs such as documentation and evaluation will be invoiced separately. If the customer changes agreed-upon testing times at short notice, he will be charged with the costs resulting from this. The same also applies if VOGT cannot perform their services at agreed times and places due to reasons for which we are not responsible.

Waiting times, which have been caused by the customer, and travelling costs will be charged as normal working hours according to our actual price list for services.

5. Obligations of the customer

In order to execute the job, the customer has to ensure the following performances (in due time, free of charge and in compliance with all safety regulations):

- Provision of electricity supply 220V, where required;
- Illumination and provision of working platforms and/or scaffolds, where required;
- Provision of appropriate shelter or storeroom for our working equipment right next to the workplace;
- Provision of all additional auxiliaries, separately and mutually agreed on.

Terms of assembly

The customer is obliged to keep the conditions for the place of installation and to provide the necessary means for the assembly and the operation of the system/the instrument according to the appendix "Preconditions for the assembly and the operation of inspection systems".

The preparatory works which are to be carried out by the customer must be ready before installation starts. Lockable rooms near the place of installation, eventually necessary hoists or a crane as well as necessary assistant workers are to be provided free of charge.

6. Period of duration

Statements about the period of duration have been averaged on the basis of a normal working day. Therefore, they are only approximate and not binding. Start and end can be postponed by unforeseen circumstances beyond our reach. This involves measurements and instructions by official or private institutions as well. In all these cases, we reserve the right to modify the contract to the next possible date in agreement with the customer. In case of an alteration or interruption of the contract which VOGT is not responsible for, the customer shall bear the costs incurred to VOGT, incl. the costs incurring for the provided staff.

7. Terms of payment

Unless expressly agreed otherwise in writing, all payments are due immediately upon date of invoice net cash without deduction. For delayed payments, we are entitled to invoice interest on arrears of 8% over the respective minimum lending rate of the European Central Bank, even without sending a reminder.

In case of a substantial degradation of the customer's financial circumstances after conclusion of the contract, e.g. if insolvency or composition proceedings in respect of its assets will be initiated, or if such a degradation of customer's assets will become known only after conclusion of the contract or service without our fault, VOGT shall be entitled to deliver/ perform our services only after receipt of an adequate security for our claims by the customer.

8. Reservation of proprietary rights for services

The supplied inspection documentation shall remain VOGT's property until the fulfilment of all claims within the business connection with the customer. Should the customer be in default of payment, VOGT shall be entitled to demand return of the supplied inspection documentation. The customer may dispose of the supplied inspection documentation only in the regular course of business and after we have expressly agreed in writing and as long as the customer is not in default of payment.

9. Reservation of proprietary rights for delivery of goods

The property of the subject matter of the contract is assigned to the customer at delivery, at the latest after the proof of functionality, however there is a reservation of proprietary rights for VOGT until full payment of goods and services.

In case the customer sells, connects or processes the subject matter of the contract, or in case that the reservation of proprietary rights of the subject matter of the contract expire in any other way before full payment, the resulting contractual or legal obligation shall apply instead.

10. Warranty/Guarantee

We guarantee factually and technically immaculate execution of our work. The warranty period is determined according to the legal regulations unless something else has been agreed upon by an individual contract. Any objections shall be announced immediately in written form, at the latest 3 days after they transpired. In case of any proven defects on our contract performances we are only liable to the extent of contractual value by rectifying the inadequate performance within a reasonable period.

Any damage claims, independent of the basis of claims made, do not exist. Damage claims due to loss of production and loss of profit are excluded, unless the damage has been caused deliberately by VOGT during installation. Any liability for consequential damages shall be excluded, too. VOGT is not liable for any data loss. However VOGT will be liable for any damages, which have been caused deliberately and also for damages which are covered by VOGT's liability insurance. The extent of liability is limited to the contract value, respectively to the relevant cover of the third-party liability insurance.

For any substantial foreign products VOGT is obliged, to transfer any liability claims directly to the customer.

We do not give any warranty for damages that occur after passing of risk if these have arisen through faulty assembly, incorrect operation, any interference and/or constructive changes by the customer, incorrect or unsuitable treatment, natural wear and tear, further undefined usage or comparable circumstances or result due to harmful ambient conditions.

The warranty for the scope of delivery in 1-shift operation is 12 months and refers to immaculate condition of the used materials and their processing. The warranty starts at the date of acceptance test procedures, however at the latest 4 weeks after delivery. In case operational readiness was not agreed upon, the warranty starts with the delivery date. Any damages that may occur due to incorrect handling of parts by the customer or user of system / equipment will not be replaced in the frame of warranty.

In case of warranty, a written defect report has to be sent to VOGT. As far as it concerns a software-problem, a reworked software version will be sent to the customer within a reasonable period of time. The software can be brought in by an installation help.

The purchaser is aware that according to the current state of technical development, computer programs do not function error-free under all possible operating conditions. When software and operating systems of other manufacturers are sold, VOGT shall only be liable for the proper delivery of a program which is basically functional, but not for possible bugs on the part of the manufacturer of the software. In this respect, any possible warranty claim shall only be addressed to the manufacturer of the program. Furthermore, there is no claim for delivery of the latest version of the program of the respective manufacturer or for delivery of a bug fixing program of the respective manufacturer, unless explicitly agreed otherwise.

The program licences delivered by VOGT entitle the purchaser exclusively for use of the purchased program on one computer or, in case of a purchased network licence, for use on a corresponding number of licensed computer working stations within the scope of the terms of use of software of the respective manufacturer.

Any other or further use as well as further distribution of the licences and/or the program to third parties is not permitted without prior written agreement by VOGT; this shall also apply to the transfer of licences to third parties without VOGT's prior written agreement.

We replace or repair alternatively on our own discretion all those parts which appear to be built incorrectly, with faulty material or which are not insignificantly impaired within 12 months after setting in operation / acceptance test procedure caused by any circumstances before the passing of risk. The discovery of such faults has to be indicated to VOGT immediately without delay in written form. Replaced components become VOGT-property and must be returned to VOGT.

The warranty period for the replacement component and the repair is 6 months; however it ends at least after expiration of the original warranty period for the supplied component. The limit for defect-related liability for the delivery item shall be extended by the duration of the service interruption caused by the rectification of the said defects.

For the duration of warranty we recommend to include a maintenance and service contract in the system price. Service and maintenance work shall only be executed by VOGT or by a VOGT-authorized service company. In case of infringement the warranty will lapse.

In case of warranty the customer must send the product to VOGT free of charge. If the customer desires warranty repair at his premises, travel and accommodation costs as well as expenses and travel times will be charged according to our general charging rates for services. Any costs for material and working time are covered within the warranty.

11. Termination of contractual obligation

All cases of force majeure including - but not limited to - fire, flood, earthquake, explosion, riot, epidemics, revolution, strike, lockouts, war, legal limitations and unavoidable malfunction, shall relieve the contracting partners from the fulfillment of their contractual obligation during the period of disturbance.

All placed order may be cancelled according to legal conditions and German Civil Code.

12. Supplier/Subcontractor requirements of VOGT in the scope of EN9100

The supplier is obliged to appoint qualified personnel for the realisation of the ordered products and/or services. Generally the supplier is required to prove a quality management system according to ISO 9001 or ISO/IEC 17025 or equivalent (this requirement does not apply for sole traders).

The supplier should name an authorised person for the quality management who can clarify quality-relevant matters. This should be agreed upon with the customer. The supplier pledges himself to consider all defined requirements - where applicable - as the basis of his order processing. All realisation and verification activities must be accomplished according to the relevant specifications and the statutory provisions. The supplier is obliged to pass on information on faulty products or incorrect services unasked and informal at the latest 72 hours after own discovery.

Any alterations of the ordered products / services or of the process flow are to be authorised by the customer beforehand. The supplier is obliged to grant access to all order-related facilities and documents to the customer and regulatory authorities.

The supplier is obliged to forward all relevant requirements including possible key features to any subcontractors.

13. Transfer of risk

Risk will be passed to the customer as soon as the merchandise is loaded.

14. Acceptance test procedure

An acceptance test procedure (ATP) according to the contract negotiations will be made at the latest at the agreed date. Possible defects will be recorded in the ATP-protocol. In case of any deficiencies which do not interrupt the proper usage of software / instrument / facility, the customer does not have the right to refuse the acceptance test. A list of faults will be drawn up which contains explicitly the faults and the corresponding dates for removal. In case of failure of the acceptance test procedure, a new date will be fixed by mutual agreement.

Our form "ready for operation" serves as our performance proof. In case that the customer requires his own forms, they will have to be added to his purchase order.

15. Severability clause

If some of the single regulations in these general business conditions are legally ineffective in whole or partly, the validity of the remaining definitions are not touched by that.

The ineffective or vain definitions are not to be replaced by a regulation which is agreed and which gets close to the targeted economical purpose of the contracting parties.

16. Place of jurisdiction

The law of the Federal Republic of Germany applicable to the mutual legal relationships between domestic parties shall apply exclusively to all legal relationships between the supplier and the ordering party (also for foreign customers).

Place of jurisdiction is our residence (district court Burgwedel). However, we are entitled to choose the general place of jurisdiction of the customer.

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