

General Terms and Conditions (GTC) 2025

MSO Meßtechnik und Ortung GmbH

01.01.2025

1 Scope

These General Terms and Conditions (GTC) are an integral part of all our sales and deliveries. Any deviating terms and conditions of the customer are rejected unless expressly accepted in writing. Acceptance of the goods constitutes acceptance of our terms and conditions.

288 (2) BGB (German Civil Code). A reminder fee of €40 will be charged in accordance with Section 288 (5) BGB.

Method of payment: Payments shall be made by bank transfer to one of the seller's business accounts.

2 Contract language

The contract can be concluded in either German or English. Communication shall be in German or English, at the customer's discretion.

3 Conclusion of contract

- Our offers are always non-binding. The acceptance of orders and the conclusion of agreements require our written confirmation to be effective; this also applies to changes and additions to the individual contract, such as these terms and conditions. The requirement for the written form cannot be waived verbally.
- Concluded purchase contracts can only be canceled upon payment of the following cancellation fees:
for goods in stock - 25%
for custom-made goods - 75%

4 Prices and terms of payment

Prices: The prices quoted are net prices in US dollars (plus the applicable value added tax). Graduated prices will be agreed upon individual request and negotiation.

Terms of payment: Our invoices are payable within 7 days of the invoice date in cash without deductions, unless different payment terms have been agreed in writing.

Interest on arrears: In the event of late payment, the supplier is entitled to charge interest on arrears at a rate of 9 percentage points above the respective base rate in accordance with §

5 Delivery and shipping

Shipping: Delivery is ex warehouse. The warehouse is also the place of performance for the delivery and the place for any subsequent performance. If the buyer wishes to have the goods shipped to another destination (sale by delivery), they shall bear the costs of shipping. If nothing has been agreed in the contract, the provider may determine the type of shipping (packaging, shipping route, transport company) itself.

Transfer of risk: The risk of accidental loss or deterioration of the goods shall pass to the customer as soon as the goods have been handed over to the shipping service provider (§ 447 BGB).

Partial deliveries: The provider is entitled to make partial deliveries if these are reasonable for the customer. No additional shipping costs shall be incurred for partial deliveries.

6 Retention of title

The goods remain the property of the provider until full payment has been made. The customer is not entitled to resell or process the goods subject to retention of title.

7 Warranty and liability

Warranty: The statutory warranty provisions apply. The customer is obliged to inspect the goods immediately upon receipt and to report any visible defects in writing within 7 days (§ 377 HGB).

Limitations of liability: The provider is only liable for intent and gross negligence. The provider is only liable for slight negligence in the event of a breach of essential contractual obligations (cardinal obligations). In such cases, liability is limited to the foreseeable damage. Liability for lost profits or other financial losses is excluded, unless there is intent or gross negligence.

8 Product safety and approvals

The technical sensors offered have the required CE marking and, where applicable, additional approvals in accordance with the relevant technical regulations. The customer is responsible for using the products properly and ensuring that the products meet the specific requirements of their application.

9 Exclusion of the right of withdrawal

As MSO Meßtechnik und Ortung GmbH conducts business exclusively with entrepreneurs within the

meaning of § 14 BGB (German Civil Code), there is no statutory right of withdrawal under § 312g BGB. A right of withdrawal is only possible within the scope of the statutory warranty rights.

10 Place of jurisdiction and applicable law

All legal relationships between the provider and the customer are governed by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG). The place of jurisdiction is the provider's place of business, provided that the customer is a merchant within the meaning of the German Commercial Code (HGB).

11 Final provisions

Should individual provisions of these General Terms and Conditions be invalid, the remaining provisions shall remain valid.

The provider reserves the right to change these General Terms and Conditions at any time. Changes will be communicated to the customer in writing. They shall be deemed approved if the customer does not object in writing within 14 days.