

General terms of business

Team Nanotec GmbH

1. Area of validity

(1) Our offers, offer acceptances, order confirmations as well as any deliveries and performances are without exclusion subject to the following terms of business.

(2) Deviant terms or contract altering conditions by a customer will not be recognized by us; they become valid only if we agree to the amendments in written form.

(3) The existing terms of business also serve as basis for future business transactions with customers.

2. Offer acceptance

Orders, presented by customers, are not considered as accepted until they have been confirmed in writing by one of our representatives within 21 days of presentation.

3. Purchase price

(1) The purchase price is, unless otherwise agreed upon in writing, the price listed in our offer; or, if not mentioned explicitly in an individual case, the listed price of our current price list, valid at the time of order.

(2) The price quotations are „ex factory“. In so far as we are prepared to deliver the goods to a different location, the customer is to bare the costs for transport, packing and insurance.

(3) The prices do not include the legally required sales tax, which in addition is to be paid by the customer. Decisive is the rate of taxation at the time of our performance. Sales tax increases, which become valid within 4 months after contract conclusion, may be enforced by us only in business transactions with merchants, legal officials, or when concerning separate funds under public law.

4. Terms of payment

(1) The purchase price as well as the legally required sales tax is due for payment without deduction within 30 days of date of invoice.

(2) If, on the due date at the latest, a customer fails to comply with his liability for payment, we may - without abandoning any additional rights and claims to which we are entitled - demand interest on defaulted payment in the amount of 5% p.a. above the discount rate of the Deutsche Bundesbank. The customer is entitled however, to prove that either no, or a lesser damage has incurred as a result of default of payment.

5. Terms of delivery

(1) Delivery is effected by preparation of the goods for collection and a corresponding message to the customer.

(2) In as much as delivery time has been agreed upon by contract, it is of approximate validity only.

(3) The keeping of such delivery time agreement is dependent upon clarification of all technical questions as well as the timely obligation performance of the customer.

(4) Industrial actions and other unforeseen events may extend the performance time.

(5) Partial deliveries are permitted.

6. Reservation of propriety rights

(1) Any delivered goods remain our property until full payment of our claims has been effected, as outlined in the business terms with our customer.

(2) Upon breach of contract by the customer, especially in view of defaulted payment, we have the right to reclaim the delivered goods and the customer is under obligation to return them. The reclaiming of goods does not result in a withdrawal of the contract, unless it was explicitly declared on our part.

(3) Until full payment of the goods, the customer may use them within the range of an ordinary business operation, although with the obligation of handling them with necessary care, especially by storing them properly and secure as well as having them insured. The resale of the goods is permitted only with our consent, in which case the customer already assigns any claims resulting from the resale in the amount of our invoice (including sales tax) to us, regardless whether the goods have been resold prior or after processing.

(4) Any processing or reconstruction of the goods will always be carried out for us. If the goods are processed with other, not by us owned articles, especially if they are built into those, we consequently acquire the co-ownership on the new item in proportion to the objective value of our goods and the finished articles at the time of the processing. The validity for the item, created through processing, is the same as for the goods, delivered under reservation.

(5) Upon demand of the customer, we are committed to release the securities to which we are entitled, in as much as the feasible value of our security is above 20% of the demands to be secured; the selection of the securities to be released is incumbent upon us.

7. Passing of risk

(1) Delivery is effected „ex factory“.

(2) The risk for damage or loss of the goods is transferred to the customer at the time of pickup - after we have given prior and timely notice to the customer. Whereas we declare to arrange for transport of the goods to the customer, the risk is transferred to the customer at the time of dispatch at the latest, even then, when partial deliveries are effected or we may have accepted other obligations, such as transport costs or delivery and setup.

8. Offset and restraining right

The customer is entitled to offset and restraining right only, if his counterclaims have been legally ascertained, undisputed or recognized and accepted by us.

9. Guarantee and exclusion of liability

(1) If the supplied goods indicate a defect for which we are responsible, we have the right and are committed to either improve the goods or make substitute delivery. Upon failure of improvement or substitute delivery, the customer is entitled to demand payment reduction or cancellation of the contract. For the products, SPM-probe tips and SPM-calibration standards, the guarantee applies only to the shapes and dimensions, measured by a scanning electron microscope, prior to an initial use. The guarantee does explicitly exclude the functionality of the above mentioned products implemented within the scanning probe microscope.

(2) In case of a substitute delivery, the defect goods become our property again.

(3) The guarantee rights of the customer provide that he has fulfilled his obligation in regards to the proper examination of the delivered item and the immediate criticism of any possible defects.

(4) Additional claims by the customer pertaining to defects on goods, delivered by us, are excluded; we can therefore not be held responsible for defects which did not occur on the delivered item itself, we are especially not responsible for missed profits or other pecuniary damages by the customer. This release from commitment does not apply if the cause of damage is based on intent or culpable negligence. And it does furthermore not apply to claims for compensation by the customer due to the lacking of a promised characteristic or customer claims to substitute a contract typical defect, which is traced to the culpable violation of a significant contract obligation on our part.

(5) The guarantee period is valid for 6 months, beginning at the time of risk passing.

(6) Any other liability claims we may be confronted with are ruled out, unless the cause of damage is based on intent or severe negligence on our part. This settlement is not effective for claims in accordance to §§ 1,4 product liability law. In a case of producer liability, our liability is in any case limited to the maximum liability insured under a policy.

(7) Whereas our liability is ruled out, or is considered limited, it also pertains to the personal liability of our employees, laborers, staff, representatives and accomplices.

10. Confidentiality

(1) We reserve the right on ownership and copyright for illustrations, drawings and any other records. They are not to be made available to third parties. This pertains especially, although not exclusively, to written records which are to be considered „confidential“; the customer is to obtain our explicit written confirmation before passing them on to third parties.

(2) However information, which needs to be exchanged for the implementation of a contract, is basically not of confidential nature. If however certain information needs to be handled confidentially, it will be stated as such in a special written agreement.

11. Legal enforcement, court and place of jurisdiction

(1) The herein contained terms as well as the entire legal matters, consisting between the customer and us are, without exception, governed by German law.

(2) If one of our customers is a full trader or has no general court of jurisdiction in Germany, the court of jurisdiction is Villingen-Schwenningen.

We are free however, to file charges in any other national or international jurisdiction.

(3) Place of jurisdiction is our business location in Villingen-Schwenningen.