

# General Terms and Conditions

of Optronic GmbH, Industriestraße 36, 87448 Waltenhofen, Germany

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hereinafter referred to as “Optronic” or “we”.

This document is a translation of the German General Terms and Conditions (Allgemeine Geschäftsbedingungen). In case of discrepancies, inconsistencies or questions of interpretation, the German version shall prevail and be legally binding. The German version is available on our website at: [https://www.optronic.de/agb\\_de](https://www.optronic.de/agb_de) and can be provided upon request.

## § 1 Scope of Application

1. These General Terms and Conditions (GTC) apply to all business relationships between Optronic GmbH and its customers. They apply in particular to contracts concerning the sale and delivery of systems, equipment, spare parts and accessories as well as repair, maintenance, rental and other service agreements.
2. These GTC apply exclusively. Deviating, conflicting or supplementary terms and conditions of the customer shall only become part of the contract if and to the extent that Optronic has expressly agreed to their validity in writing.
3. These GTC shall also apply if Optronic performs deliveries or services without reservation while being aware of conflicting or deviating terms and conditions of the customer.
4. These GTC shall also apply to all future business relationships between Optronic and the customer without the need for renewed agreement.
5. These GTC apply exclusively to entrepreneurs, legal entities under public law or special funds under public law within the meaning of Section 310 (1) of the German Civil Code (BGB).

## § 2 Offer and Conclusion of Contract

1. Our offers are subject to change and non-binding unless expressly stated otherwise.
2. The customer's order shall be deemed a binding contractual offer. Optronic shall be entitled to accept this offer within two weeks after receipt.
3. Acceptance may be declared either by written order confirmation, by execution of the delivery or service, or by providing a rental device.
4. The scope of the contractual services shall be determined exclusively by our written order confirmation. Amendments, supplements or ancillary agreements shall only be valid if confirmed in writing by Optronic.
5. Technical changes as well as changes in design, form or execution remain reserved insofar as they result from technical improvements or are reasonable for the customer.

## § 3 Prices and Payment

1. Unless otherwise agreed, our prices apply ex works Waltenhofen (Germany) plus the applicable statutory value added tax as well as packaging, shipping, transport and insurance costs.
2. Necessary expenses for customs clearance, export declarations (e.g. ABD), export documentation or comparable official procedures shall be charged separately unless already included in the price.
3. For repair, maintenance and service work as well as rental equipment, the prices valid at the time of performance shall apply unless otherwise expressly agreed.
4. Our invoices are payable within 14 days net without deduction, subject to a positive credit assessment.

5. In the event of default in payment, we are entitled to charge default interest at a rate of 9 percentage points above the respective base interest rate in accordance with Section 288 (2) BGB. The assertion of further damages caused by default remains reserved.
6. In the event of default in payment or if circumstances become known that cast doubt on the customer's creditworthiness, we shall be entitled to perform further deliveries or services only against advance payment or provision of security.
7. Optronicon shall be entitled to retain repaired equipment until all claims arising from the repair have been paid in full.

#### **§ 4 Set-off and Right of Retention**

1. The customer shall only be entitled to set-off if its counterclaims have been legally established or are undisputed by Optronicon.
2. The customer may exercise a right of retention only insofar as its counterclaim is based on the same contractual relationship.

#### **§ 5 Delivery and Performance Period**

1. Delivery and performance dates shall only be binding if expressly confirmed in writing by Optronicon. Otherwise, stated dates shall be considered non-binding estimates.
2. Delivery dates refer to the date of dispatch from our facility and not to the date of arrival at the customer's premises.
3. Compliance with delivery deadlines requires the timely and proper fulfillment of the customer's obligations, in particular timely receipt of agreed payments and clarification of all technical and organizational issues.
4. Events of force majeure or other unforeseeable, extraordinary circumstances beyond Optronicon's control – including operational disruptions, procurement difficulties, strikes, lawful lockouts, shortages of energy or raw materials, official measures or transport disruptions – shall extend delivery periods accordingly. This shall also apply if such circumstances occur at suppliers.
5. Optronicon shall be entitled to make partial deliveries and partial services if reasonable for the customer.

#### **§ 6 Transfer of Risk, Shipping and Transport**

1. Deliveries shall be made in accordance with the Incoterms® 2020 of the International Chamber of Commerce (ICC) as agreed in the offer, order confirmation or contract. If no Incoterm is expressly agreed, delivery shall be EXW Waltenhofen, Germany (Incoterms® 2020).
2. The risk of loss or damage to the goods shall pass to the customer in accordance with the agreed Incoterm. The time of transfer of risk shall be determined exclusively by the agreed Incoterm.
3. If delivery is delayed for reasons attributable to the customer, in particular due to refusal to accept the goods or postponement of delivery, the risk shall pass to the customer upon notification of readiness for dispatch.
4. Optronicon shall be entitled to choose the method of shipment and the transport company at its own discretion unless otherwise agreed.
5. Optronicon shall be entitled, but not obliged, to take out transport insurance.
6. Visible transport damage must be documented by the customer upon receipt of the goods and reported to the carrier without undue delay. Hidden transport damage must be reported without undue delay after discovery.
7. Damage occurring during transport shall not constitute a defect within the meaning of warranty law, unless such damage is caused by a breach of duty by Optronicon.
8. In the case of rental or loan equipment, the customer shall be liable for damage, loss or other deterioration occurring during the rental or loan period unless caused by transport.

9. Returns of equipment or components to Optronic generally require prior coordination with Optronic. The customer shall ensure suitable and transport-safe packaging. The customer shall be liable for any damage resulting from insufficient packaging. Optronic reserves the right to refuse unannounced returns.

## **§ 7 Retention of Title**

1. Delivered goods shall remain the property of Optronic until full payment of all claims arising from the business relationship between Optronic and the customer has been received.
2. The customer shall treat the goods subject to retention of title with care and adequately insure them. The customer shall notify Optronic immediately in writing if the goods are seized or subject to other third-party interventions.
3. The customer is entitled to resell the goods in the ordinary course of business. The customer hereby assigns to Optronic all claims arising from such resale in the amount of the invoice value of the reserved goods. Optronic accepts this assignment.
4. The customer remains authorized to collect the claim even after assignment. Optronic's authority to collect the claim itself remains unaffected. However, Optronic will not collect the claim as long as the customer properly fulfills its payment obligations and no insolvency proceedings have been initiated.
5. If the goods subject to retention of title are combined or processed with other items, Optronic shall acquire co-ownership of the new item in proportion to the value of the reserved goods relative to the value of the other processed items at the time of processing.
6. If the value of the securities exceeds the secured claims by more than 10%, Optronic shall release securities of its choice at the request of the customer.
7. The customer shall take all measures required under the law of the respective country to ensure the effectiveness and enforceability of Optronic's retention of title.

## **§ 8 Warranty**

1. The customer's warranty claims require that the customer has properly fulfilled its obligations to inspect and give notice of defects in accordance with Section 377 of the German Commercial Code (HGB).
2. In the event of a material defect, Optronic shall be entitled to choose between rectification of the defect or delivery of defect-free goods.
3. The limitation period for warranty claims for new equipment, systems, spare parts and components shall be 24 months from the transfer of risk.
4. If a material defect occurs within the first 12 months from the transfer of risk, it shall be presumed that the defect already existed at the time of transfer of risk, unless the nature of the goods or the defect is inconsistent with such presumption.
5. After expiry of the first 12 months, the customer shall bear the burden of proof that the defect already existed at the time of transfer of risk.
6. For repair services, refurbished equipment, replacement components and used parts, the limitation period for warranty claims shall be 12 months from handover.
7. The warranty shall only cover the repair work performed or the delivered replacement parts. No warranty shall apply to defects not subject to the repair.
8. The warranty shall not apply if the customer or third parties modify or repair the goods without Optronic's prior consent or if installation, operating or maintenance instructions are not followed and the defect results from this.
9. The warranty does not cover damage caused by normal wear and tear, improper use, excessive mechanical stress or external influences. This applies in particular to components subject to increased wear during intended use, such as protective balls (impact protection) or the outer casing of hoses.
10. If the inspection of equipment sent in for repair shows that a repair is technically impossible or economically unreasonable, Optronic shall be entitled to charge the customer for the inspection and diagnostic work carried out as well as any transport costs incurred.

## § 9 Liability

1. Optronicon shall be liable in accordance with statutory provisions for damages resulting from intent or gross negligence as well as for damages resulting from injury to life, body or health.
2. In the event of slightly negligent breach of essential contractual obligations (cardinal obligations), Optronicon's liability shall be limited to the foreseeable damage typical for the contract.
3. Otherwise, liability for damages caused by slight negligence is excluded.
4. Liability under the German Product Liability Act remains unaffected.
5. Liability for indirect damages, consequential damages, loss of profit or production downtime is excluded to the extent permitted by law.
6. Devices supplied by Optronicon may only be operated by qualified and properly trained personnel. The customer shall ensure that operators possess the necessary knowledge and experience and that applicable safety, operating and maintenance instructions are observed.
7. Optronicon shall not be liable for damages resulting from improper operation, use outside the intended scope of application or operation by insufficiently trained personnel, unless such damage is attributable to a product defect or a breach of duty by Optronicon.

## § 10 Rental and Loan Equipment

1. For rental or loan equipment, the separately agreed rental or loan conditions shall apply in addition to these General Terms and Conditions.
2. The rental or loan period begins upon handover of the equipment to the customer and ends upon its return to Optronicon. In the case of shipment, the date of receipt by the customer or by Optronicon shall be decisive.
3. The return transport of rental or loan equipment shall generally be carried out at the customer's expense, risk and responsibility unless otherwise agreed.
4. The customer shall handle rental or loan equipment with due care and use it only for its intended purpose. Operation shall only be carried out by qualified and properly instructed personnel. The customer shall comply with the applicable operating instructions and ensure that the equipment is used only under the conditions specified therein.
5. The customer shall be liable for any damage, loss or theft of rental or loan equipment during the rental or loan period unless such damage is attributable to transport.
6. Transfer of rental or loan equipment to third parties or subletting is not permitted without the prior written consent of Optronicon.
7. Modifications or alterations to rental or loan equipment are not permitted without the prior written consent of Optronicon.
8. Any damage, malfunction or loss of rental or loan equipment must be reported to Optronicon immediately.
9. If rental or loan equipment is not returned in due time, Optronicon shall be entitled to charge appropriate compensation for the period during which the equipment is withheld.
10. If rental or loan equipment is lost during the rental or loan period or damaged to such an extent that repair is not economically feasible, Optronicon shall be entitled to charge the replacement value of the equipment.
11. Rental or loan equipment must be returned in proper, cleaned and functional condition. Optronicon shall be entitled to charge the customer for necessary cleaning, inspection or repair work if such work is required due to excessive contamination, damage or improper handling.
12. Optronicon reserves the right to inspect rental or loan equipment upon return and to invoice the customer for any damage or missing components identified during inspection.

## § 11 Data Protection

1. Optronicon processes personal data exclusively in accordance with the applicable data protection regulations, in particular the General Data Protection Regulation (GDPR) and the German Federal Data Protection Act (BDSG).

2. Personal data shall only be collected, processed and used insofar as this is necessary for the establishment, execution and processing of the contractual relationship.
3. Further information on the processing of personal data can be found in Optronicon's privacy policy available on the Optronicon website.

## § 12 Applicable Law and Jurisdiction

1. All legal relationships between Optronicon and the customer shall be governed by the laws of the Federal Republic of Germany, excluding its conflict of laws rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG).
2. The place of performance for all deliveries and services shall be Waltenhofen, Germany, unless otherwise agreed.
3. To the extent permitted by law, the place of jurisdiction for all disputes arising out of or in connection with this contractual relationship, including cross-border transactions, shall be Kempten (Allgäu), Germany. This shall apply in particular if the customer is a merchant, entrepreneur, a legal entity under public law or a special fund under public law, or if the customer does not have a general place of jurisdiction in Germany.
4. Optronicon shall, however, remain entitled to assert claims at the customer's general place of jurisdiction.
5. These General Terms and Conditions may also be provided in other languages for information purposes. In case of discrepancies, the German version shall prevail.

## § 13 Export Control

1. Deliveries and services by Optronicon are subject to the condition that no national or international export control regulations, embargoes or other sanctions prevent their fulfillment, in particular sanctions imposed by the European Union, the Federal Republic of Germany or the United Nations.
2. The customer undertakes to comply with all applicable export control and foreign trade regulations.
3. In particular, the customer undertakes not to export or re-export goods supplied by Optronicon, either directly or indirectly or via third parties, to countries subject to embargoes or other trade restrictions unless the required authorizations have been obtained.
4. The customer shall indemnify Optronicon against all claims arising from culpable violations of the above obligations.
5. The customer shall obtain and comply with all licenses, approvals and formalities required for the import of the delivered goods at its own expense. Optronicon shall not be liable for any delays or damages resulting from missing or insufficient import authorizations or from non-compliance with applicable local regulations.

## § 14 Severability Clause

Should individual provisions of these General Terms and Conditions be or become wholly or partially invalid or unenforceable, the validity of the remaining provisions shall remain unaffected. The invalid or unenforceable provision shall be replaced by the applicable statutory provision.

## § 15 Amendments and Ancillary Agreements

1. Amendments or supplements to contracts and ancillary agreements must be made in text form (e.g. e-mail) to be effective unless a stricter form is required by law.
2. This shall also apply to the waiver of this text form requirement.

18 March 2026  
Optronicon GmbH