General Terms and Conditions

Altosens GmbH

Language disclaimer. Only the German version of these General Terms and Conditions is legally binding. This English translation is provided for information and convenience only. In the event of any discrepancy or inconsistency, the German version shall prevail.

1 Scope and formation of contract

1.1 These Terms and Conditions apply to the sale and delivery of altosens.disc and related development, consulting and support services provided by Altosens GmbH, Albert-Einstein-Straße 1, 49076 Osnabrück (Altosens), to customers in Germany and the other Member States of the European Union. They apply exclusively to persons acting in the course of their trade, business or profession, legal entities under public law and special funds under public law.

1.2 Any differing terms and conditions of the customer apply only if Altosens expressly agrees to their application. This also applies if Altosens, being aware of such terms, delivers goods or performs services without reservation. Individual contractual agreements take precedence. The agreed contents of the quotation, including any product and service descriptions incorporated into it, take precedence over these Terms and Conditions.

1.3 Unless expressly agreed otherwise, quotations are non-binding. In the case of a non-binding quotation, the contract is formed when Altosens issues an order confirmation in response to the customer's order. The order confirmation may be issued in text form, in particular by email.

2 Scope of supply and services and intended use

2.1 The contract may cover the supply of goods and development, consulting and support services relating to altosens.disc. The scope of supply and services, the agreed activities and results, and the technical characteristics and operating limits are set out in the agreed quotation and the documents incorporated into it. When supplying altosens.disc, Altosens is required to provide the agreed measurement functions and the output of measured values via the CAN interface. To the extent that the parties have agreed on the characteristics of the goods sold, the objective requirements for the goods do not apply in that respect.

2.2 When altosens.disc is supplied, initial calibration is performed in-house. This is not calibration under DAkkS accreditation. The scope of calibration and any calibration documentation are governed by the quotation.

2.3 Unless otherwise agreed in the quotation, the products are supplied as prototypes for research, trials and testing. Test bench and field trials, including trials on operating equipment, are permitted within the agreed operating limits; any special trial conditions are specified in the quotation. Productive use or regular operation beyond the trial purpose requires a separate agreement. The agreed characteristics and measurement functions must also be provided for prototypes. Statutory requirements concerning the making available and use of the products remain unaffected.

2.4 Assessment of the condition of a machine, installation or bolted joint, damage prediction, alerts, and decisions on maintenance or continued operation are not included in the supply of the sensor. Such services require a separate agreement.

2.5 The hardware purchase includes the right to use the supplied firmware as required for the agreed measurement and CAN output. For this purpose, the customer receives a non-exclusive right of use for an unlimited period on the respective altosens.disc, which may be transferred together with the product. Mandatory statutory rights of use remain unaffected. Any further software, cloud and data services are subject to a separate agreement.

2.6 Whether development, consulting and support services require the performance of an activity or the achievement of a specific result depends on the agreed scope of services. For services (Dienstleistungen), Altosens is required to perform the agreed activity with due professional care; for work (Werkleistungen), it is required to achieve the agreed result. The statutory provisions on the supply of movable goods to be manufactured remain unaffected. Altosens is not required to achieve any technical or commercial success beyond the agreed performance.

3 Customer cooperation and support

3.1 The customer is responsible for installation, connection and integration into its technical environment and must observe the instructions provided, the operating limits and the agreed trial purpose. Altosens provides support to the agreed extent; installation or commissioning by Altosens is required only if separately agreed.

3.2 The customer is responsible for evaluating and interpreting the measured values and for any measures taken on that basis, unless Altosens has undertaken to provide these services. Altosens' responsibility for delivery in accordance with the contract and for its own instructions, advice and other agreed services remains unaffected; clause 8 applies to damages. When the product is passed on, the accompanying documentation and information on the trial purpose and operating limits must also be provided.

3.3 The customer must provide the information, documents, samples, access and contact persons required for the agreed performance in good time and disclose the relevant operating conditions and any special risks known to it. Altosens will point out any apparent inconsistencies or missing information. The customer must ensure that Altosens is entitled to use the materials provided by the customer for the performance of the contract. Altosens will inform the customer of delays or additional effort caused by a lack of cooperation; any effects on deadlines and remuneration are governed by the contractual and statutory provisions.

3.4 If either party requests changes to the agreed scope of supply and services, the parties will agree on the effects on performance, remuneration and deadlines before implementing the changes. Changes are agreed in text form; the precedence of individual contractual agreements remains unaffected. Until an agreement on changes is reached, the previously agreed scope remains applicable. The parties' statutory rights remain unaffected.

4 Prices and payment

4.1 The agreed prices apply, plus any applicable statutory value added tax. Shipping and packaging costs are charged separately to the extent specified in the quotation.

4.2 The following payment due dates for supplies of goods, services and work apply unless otherwise agreed. The purchase price for goods supplied is due in full upon delivery. Remuneration for services is due after their performance; where remuneration is calculated by time periods, it is due at the end of the agreed period. For work, payment becomes due in accordance with the statutory provisions, generally upon acceptance. Statutory rights of retention remain unaffected.

4.3 The statutory provisions apply to late payment. Set-off against counterclaims arising from other legal relationships is permitted only if those counterclaims are undisputed or have been established by a final and binding judgment. Counterclaims arising from the same contractual relationship remain unaffected.

5 Deadlines and performance

5.1 Delivery and performance times stated in the quotation are non-binding estimates for planning purposes unless expressly agreed to be binding. Performance requires clarification of the necessary technical and commercial matters and the customer's required cooperation. Delays for which the customer is responsible will result in an appropriate postponement of delivery and performance dates to the extent that they affect performance. The statutory requirements for and rights in the event of default remain unaffected; damages are governed by clause 8.

5.2 In the event of force majeure or other temporary impediments to performance for which Altosens is not responsible, delivery and performance periods are extended by the duration of the impediment plus a reasonable period for resuming operations. Altosens will inform the customer without undue delay of the impediment and its expected duration. Statutory rights of withdrawal and termination remain unaffected. In the event of withdrawal, advance payments for goods or services not supplied or performed will be refunded without undue delay.

5.3 Partial deliveries are permitted insofar as they can reasonably be accepted by the customer. When goods are shipped to the customer, the risk of accidental loss and accidental deterioration passes to the customer upon handover to the freight forwarder, carrier or other person designated to carry out the shipment. In all other respects, the statutory provisions on the passing of risk apply.

5.4 The statutory provisions apply to acceptance of work. Completion in accordance with the contract is assessed against the agreed performance and results. No acceptance is required for services. The statutory provisions apply to termination of contracts for services and contracts for work and to the resulting consequences for remuneration.

6 Retention of title

6.1 The goods supplied remain the property of Altosens until the respective purchase price has been paid in full. Until then, pledging the goods or transferring ownership by way of security is prohibited. The customer must inform Altosens without undue delay of any attachment or other interference by third parties. Altosens may demand the return of the goods on the basis of retention of title only after withdrawing from the contract.

7 Defects and other failures in performance

7.1 Where the requirements of section 377 of the German Commercial Code (HGB) are met, the duties to inspect and give notice of defects set out in that section apply. Complaints may be sent to info@altosens.tech.

7.2 In the event of a material defect or a defect in title affecting goods supplied or work performed, Altosens will, at its option, provide supplementary performance by remedying the defect or supplying goods free from defects or producing work free from defects, as applicable. The form of supplementary performance chosen by Altosens must be reasonable for the customer. Statutory rights to refuse supplementary performance remain unaffected. The customer must allow Altosens the necessary time and opportunity for supplementary performance and provide the products, documents and access required for this purpose.

7.3 The costs of supplementary performance are governed by the statutory provisions. If supplementary performance fails, is unreasonable or is justifiably refused, or if a required reasonable period expires without successful supplementary performance, the customer may reduce the price or withdraw from the contract, subject to the statutory requirements. Damages and reimbursement of wasted expenditure are governed by clause 8. For work, the statutory right to remedy the defect oneself, including the statutory claims for reimbursement of expenses and an advance payment, remains unaffected.

7.4 No claims for defects arise in respect of the consequences of unsuitable or improper use, incorrect installation by the customer or third parties, natural wear and tear or unauthorised modifications, insofar as Altosens is not responsible for those consequences. In particular, this exclusion does not apply to the extent that incorrect instructions or support provided by Altosens caused those consequences.

7.5 The statutory rights apply to breaches of duty in the provision of services. Clause 8 applies to damages and reimbursement of wasted expenditure.

8 Liability

8.1 Altosens is liable in accordance with the statutory provisions in cases of intent or gross negligence, culpable injury to life, body or health, and fraudulent concealment of a defect. Liability under any guarantee given remains unaffected within the scope of that guarantee. Liability under the German Product Liability Act and other mandatory statutory liability provisions also remains unaffected.

8.2 In cases of ordinary negligence, unless clause 8.1 applies, Altosens is liable only for a breach of essential contractual obligations. These are obligations whose fulfilment is necessary for the proper performance of the contract and on whose fulfilment the customer may ordinarily rely. In such cases, liability is limited to loss or damage that was foreseeable at the time the contract was concluded and is typical of the contract. In all other cases, liability for ordinary negligence is excluded.

8.3 These liability provisions apply irrespective of the legal basis of the claim, including to reimbursement of wasted expenditure, and also for the benefit of Altosens' legal representatives, employees and persons engaged in the performance of its obligations.

9 Limitation periods

9.1 Claims arising from material defects or defects in title in goods supplied or work performed become time-barred twelve months after the statutory commencement of the limitation period. This also applies to claims for damages and reimbursement of expenses based on such a defect.

9.2 The statutory limitation periods apply in the cases covered by section 438(1), nos. 1 and 2, and section 634a(1), no. 2, of the German Civil Code (BGB), in cases of fraudulently concealed defects and to claims under clause 8.1. The terms of any guarantee remain applicable. The statutory provisions on recourse against suppliers, in particular sections 445a, 445b and 478 BGB, remain unaffected.

9.3 The statutory limitation periods apply to other claims, in particular those arising from services.

10 Work results and confidentiality

10.1 Unless otherwise agreed, the customer receives a non-exclusive right, unlimited in time and territory, to use the work results created for and delivered to it for the agreed contractual purpose. This includes any reproduction, modification and disclosure to third parties involved that are necessary for that purpose. The confidentiality obligations must be observed. Clause 2.5 applies to the supplied firmware.

10.2 Pre-existing rights and rights to methods, tools and know-how of general application remain with their respective holders; the customer's rights required to use the work results in accordance with the contract remain unaffected. This does not transfer to Altosens any rights in documents or data provided by the customer. Source code or internal development documentation must be provided only to the extent that this forms part of the agreed scope of supply and services or is required by law.

10.3 For joint research and development projects, a separate project agreement will govern, in particular, contributions to the project, rights to joint inventions and their exploitation, and any publication rights. These Terms and Conditions apply on a supplementary basis unless the project agreement provides otherwise.

10.4 The parties must keep confidential any information of the other party that is designated as confidential or is recognisably confidential in the circumstances, and use it only to perform the contract and for the agreed use of the goods and services supplied. Access may be granted only to persons who need it for these purposes and are subject to corresponding confidentiality obligations. This does not apply to information that is publicly known without a breach of duty, was already lawfully known to the recipient, was lawfully obtained from third parties or was independently developed. Disclosures required by law or protected by mandatory law remain permitted.

10.5 The confidentiality obligation applies for three years after the end of the contract and, for trade secrets, beyond that period for as long as the statutory requirements for their protection continue to be met. Separate confidentiality agreements take precedence.

11 Governing law and jurisdiction

11.1 The contract is governed by the laws of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

11.2 If the customer is a merchant within the meaning of German commercial law, a legal entity under public law or a special fund under public law, the courts having jurisdiction for Osnabrück have exclusive jurisdiction. This also applies to cross-border contracts with business customers established in another Member State of the European Union. Altosens is additionally entitled to bring proceedings before the courts of the customer's general place of jurisdiction. Mandatory provisions on exclusive jurisdiction remain unaffected.