

## 1. Supply of the Products and/or Services

- 1.1 The Supplier agrees to provide the Products and/or Services to the Customer, and the Customer agrees to purchase the Products and/or Services from the Supplier in accordance with the terms of the Contract.

## 2. The Contract

- 2.1 An offer by Supplier will be valid for thirty (30) days and will expire automatically at the end of that period, unless stated otherwise in the relevant offer.
- 2.2 The Contract between the Supplier and the Customer will be established by the order confirmation of the Supplier.
- 2.3 The General Conditions of Sale apply to all offers, quotations, sales and deliveries of Products and/or Services of Supplier and all Contracts with the Supplier, unless explicitly agreed otherwise in writing. Deviation from the General Conditions of Sale is only possible when it has been agreed in writing.
- 2.4 If there is any inconsistency between the General Conditions of Sale and the Contract, then the Contract will have precedence to the extent of the inconsistency.
- 2.5 The Supplier reserves the right to change and/or supplement the General Conditions of Sale.
- 2.6 The applicability of any general or other terms of the Customer is explicitly excluded.

## 3. Price

- 3.1 Prices are quoted based on currency exchange rates at the time of the offer and/or the order confirmation of Supplier, and the exchange rate factor is documented in the offer and/or the order confirmation.
- 3.2 Currency variations between the time of the Supplier's offer and/or order confirmation and the date of the Supplier's invoice will be adjusted according to the following formula:

$$(\text{Quoted Price} / \text{Quotation Exchange Rate}) \times \text{New Exchange Rate}$$

- 3.3 All prices are quoted on INCOTERM DAP, unless otherwise expressly stated in the offer and/or order confirmation.
- 3.4 The price quoted for any Products and/or Services is exclusive of turnover tax (VAT) or any other tax imposed by law unless expressly stated otherwise.
- 3.5 The Customer must supply the Supplier with its company, business and/or tax number, and the Supplier will not supply any Products and/or Services to the Customer until the requested company, business and/or tax number is supplied to the Supplier.
- 3.6 The Supplier reserves the right, at any time prior to the supply of the Products and/or Services ordered, to increase the price of the Products and/or Services to reflect, among other things, any increase in the costs of the Supplier to supply the Products and/or Services, including, but not limited to:
  - (a) an increase in the cost of any tax or levy;
  - (b) any variation in exchange rates;
  - (c) any change in the specifications or quantities of the Products and/or Services ordered by the Customer; or
  - (d) any delay caused by a change in the instructions of the Customer.
- 3.7 Prices do not include installation, commissioning or user training unless expressly stated otherwise.
- 3.8 Prices are valid for a period of thirty (30) days from the issue of the offer by the Supplier.

## 4. Terms of Payment

- 4.1 The Customer must pay the Supplier's invoice within 14 days after the date of the invoice, unless the Supplier has expressly agreed to a different payment period.
- 4.2 The purchase price shall be paid with one third at the formation of the Contract and one third when the Supplier notifies the Customer that the Product(s), or the essential part of it, is/are ready for delivery. The remaining part of the purchase price shall be paid when the entire Product(s) is/are delivered.
- 4.3 The Supplier reserves the right to request prepayment of any invoice in part or in full.
- 4.4 If the Customer fails to pay by the stipulated date, the Supplier shall be entitled to claim the statutory interest from the day on which the payment was due and to compensation for recovery costs.
- 4.5 If any part of the invoice is in dispute the balance will remain due and payable within 14 days after the date of the invoice. The Customer has no right to offset any claims against the Supplier from outstanding money.
- 4.6 If the Customer:
  - (a) does not make payment by the invoice due date;
  - (b) commits any other breach of the General Conditions of Sale;
  - (c) becomes insolvent or is reasonably suspected by the Supplier to be insolvent;then the Supplier may do any of the following at her discretion and without limiting any other rights or claims available to the Supplier:
  - (d) Charge late payment fees, including statutory interest, plus an additional 6% handling charge;
  - (e) Call for the Customer's full payment of all items received even if complete delivery is not possible;
  - (f) Cancel or suspend any unfulfilled orders or cease providing any Services;
  - (g) Terminate any orders or Contracts between the Supplier and the Customer with immediate effect and request the immediate payment of all outstanding invoices;
  - (h) Cancel any discount, credit arrangement or other commercial agreement in place;
  - (i) Enter, at any time, into the Customer's premises in which the Supplier's Products are located to enable the Supplier to inspect or reclaim the Products without liability for trespass, negligence or payment of any compensation.