

General Terms and Conditions of Sales of the Low Temperature Solutions UG

§1 Offers, Acceptance Period, Modifications and Terms of Payment

- (1) In so far as an order accords to §145 BGB, Low Temperature Solutions UG may accept this offer.
- (2) Low Temperature Solutions UG reserves the right to change or modify any aspect of any designs, engineering, electronics or software, in particular the dimensions, materials and the inner and outer appearance of our products, in as far as these changes do not hinder the contractually specified usage of the products.
- (3) In so far as such changes lead to a modification of the technical description of the product, for example the dimensions, connections, installation instructions, etc., these will be deemed to be relevant to the contractual usage if the original technical description with regard to the points of change is explicitly mentioned in the contract. Low Temperature Solutions UG is also allowed to make such modifications in this case if notice of the modifications is made before delivery. The Low Temperature Solutions UG can agree to reimburse any extra costs in as far as the customer proves that these are a direct result of these changes.
- (4) In the absence of any other agreement, the full price is due within 14 days after the date of billing. In the case of late payment we reserve the right to use provisions of §288BGB to calculate interest on the arrears.
- (5) In so far as no fixed price agreement has been made, Low Temperature Solutions UG may adjust prices to allow for changes, commodities and raw materials costs.

§2 Delivery Schedules

- (1) In cases where the purchaser delays acceptance of the deliverables or neglects other duties pertaining to the contract, Low Temperature Solutions UG has the right to demand due reparation including any extra expenditures incurred. Further claims are reserved. In so far as there remain unfulfilled duties on the part of the purchaser, the purchaser immediately assumes the risk of an accidental loss or degradation of the deliverables.
- (2) Low Temperature Solutions UG is not responsible for any delay or hindrance in fulfilment of responsibilities which are due to force majeure or other unforeseeable circumstances and which are neither the intent of Low Temperature Solutions UG nor our vicarious agents such as, for instance, supply difficulties, breaches of contract of our suppliers or shipping agents. This also applies to agreed binding delivery dates. In these cases Low Temperature Solutions UG has the right to extend the delivery periods for the duration of the delay plus any reasonable recovery time which may be incurred.

§3 Dispatch and packaging

- (1) Unless otherwise agreed, the costs of dispatch and packaging are not part of the contract.
- (2) In so far as dispatch has been agreed to, the Low Temperature Solutions UG GmbH does not guarantee the cheapest costs for dispatch or packaging.

§4 Reservation of title

- (1) All goods delivered by Low Temperature Solutions UG shall remain the property of Low Temperature Solutions UG until full settlement of all claims of Low Temperature Solutions UG under the contractual relationship and other claims of Low Temperature Solutions UG against the purchaser. This applies to all future contracts also in the absence of explicit mention.

§5 Intellectual Property and Documentation

- (1) All documents relating to a contract of sale (price estimations, calculations, drawings, models, source code, etc.) remain the property of Low Temperature Solutions UG and can be reclaimed by Low Temperature Solutions UG within two years after the conclusion of the contract. They must not be handed over or otherwise made available to third parties without our express written permission. In the absence of written permission we retain the right of reclamation and may bill for any incurred costs.

§6 Software usage

- (1) In so far as software or firmware is included in or part of the delivery, the customer is granted a non-exclusive license to use the software and firmware in accordance with the agreed specification and only on those devices specified in the individual sales contract. The software may only be used together with the products delivered by Low Temperature Solutions UG and using the software or firmware on more than one system is not allowed.
- (2) The customer may only copy, re-work or translate the software in accordance with copyright laws §69a UrhG. The contractor may not remove or change any manufacturer references or copyright notices without Low Temperature Solutions UG's express permission.
- (3) All other software and documentation rights including the rights to copies stay with the Low Temperature Solutions UG GmbH. The granting of sub-licenses is not permitted.

§7 Guarantee, Notice of Defects, Regress

- (1) Guarantee rights of the purchaser are prerequisites by his inspection and notification duties in the sense of §377 HGB.
- (2) Claims of defect lapse in accordance with §438. Low Temperature Solutions UG's approval must be obtained before the return of any goods.
- (3) Warranty claims shall not result from insignificant deviations from the agreed quality, with only minor impairment of usefulness, from natural wear and tear, or for damage after the transfer of risk from faulty or negligent treatment, excessive strain, unsuitable use or use with unsuitable equipment, inappropriate site specifications or other external influences that are not provided under the contract. Guarantee shall also be excluded if the customer or any third party makes improper repairs or modifications for the resulting consequences.

§8 Jurisdiction and place of execution

- (1) Exclusive place of performance and jurisdiction for all disputes is our place of business.
- (2) This contract and all the legal relationship between the parties is subject to the laws of the Federal Republic of Germany. The provisions of the UN Sales Convention shall not apply.

§9 Miscellaneous

- (1) All agreements concluded which have the purpose of fulfilling the execution of the contract require the written form.
- (2) If one or several provisions of these Terms and Conditions of Sale shall be held or become completely or partially invalid, nothing in this shall prejudice the validity of the other provisions. The parties resolve to replace the invalid provision by a legally valid provision which comes as close as possible to the recognizably targeted economic objective pursued by the invalid provisions.