

## General Terms and Conditions of Sale and Delivery

Leuze electronic S.E.A Pvt. Ltd.

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### 1. General Terms and Conditions of Sale and Delivery

- 1.1 Our General Terms and Conditions of Sale and Delivery are part of all offers and contracts related to our deliveries and services concerning current and future business relations. Our deliveries and services are subject exclusively to the following terms and conditions. Any conditions applied by the Buyer are excluded, even if we carry out the delivery without expressly objecting to them. Our General Terms and Conditions of Sale and Delivery are considered accepted at the latest upon acceptance of the delivery or services. Any amendments or additions made by the Buyer shall only be valid if expressly and in writing confirmed by our Directors or authorized representatives. Such agreements are only valid for the specific commercial transaction they concern and require our written confirmation before taking effect.
- 1.2 These conditions shall also apply to future commercial transactions with the Buyer.
- 1.3 Unless otherwise expressly agreed in the contract, documents related to offers such as images, drawings, technical explanations and specifications, performance descriptions, and other information regarding our products and services shall be deemed approximate values. Specifications in technical documents and catalogs do not constitute a guarantee. We reserve the right to make changes in connection with the continuous development and improvement of our products. The aforementioned items and intellectual content shall be kept strictly confidential by the Buyer unless they are already public knowledge or become public through no fault of the Buyer.

### 2. Contract Formation, Documents, Right to Modify

- 2.1 Our price offers are non-binding. The contract comes into effect only upon our written confirmation of the order or by delivery of the goods to the Buyer.
- 2.2 Before the order is placed, technical specifications such as performance, consumption, or other specific data included in the preparation of the order become binding only if we confirm them in writing. Technical specifications in brochures and advertisements do not constitute a guarantee of quality.
- 2.3 We reserve copyrights on proprietary rights, cost estimates, drawings, and other documents; such rights must not be disclosed to third parties.
- 2.4 After the contract has taken effect, we reserve the right to make design changes to our products, provided the Buyer is not adversely affected. We are not obligated to apply these changes to products already delivered.
- 2.5 In the event of an obvious error in a price offer or written order confirmation, we reserve the right to withdraw from the contract without prejudice to other rights.

### 3. Prices, Payment Terms

- 3.1 Delivery prices are net and exclude loading, transportation, insurance, unloading, installation, commissioning costs, and packaging costs for ex-works or stock deliveries, as well as VAT calculated at the rate in effect on the delivery date. In international deliveries, the Buyer is responsible for all applicable customs duties.
- 3.2 If unforeseen increases in product prices, labor and transportation costs, taxes, or duties occur between the conclusion of the contract and the delivery or execution of the service, and delivery does not occur within two months of the contract date, we reserve the right to adjust prices accordingly.
- 3.3 If the planned delivery date is delayed beyond three months for reasons beyond our control, we reserve the right to adjust the price in line with labor and product development costs.
- 3.4 Invoicing occurs upon shipment. If goods ready for shipment cannot be shipped due to reasons within the Buyer's risk area, the invoice is still issued and must be paid.
- 3.5 Invoice payments must be made to our collection unit by the due date specified on the invoice. If a fixed payment date is stated on the invoice and the Buyer does not pay on that date, the Buyer is considered in default. Otherwise, default occurs if payment is not made within 30 days of the invoice becoming due and being received by the Buyer, after a payment notice. In such cases, we reserve the right to charge default interest at a rate of the applicable legal interest rate.
- 3.6 Bills of exchange, promissory notes, and checks are accepted as conditional payment instruments. If the receivable cannot be collected due to exemption reasons arising from these instruments, we reserve the right to demand payment in accordance with our initial request.
- 3.7 Objections not expressly accepted in writing by us do not release the Buyer from the payment obligation. The Buyer may withhold payment or demand compensation only if the claims made are undisputed or legally binding.

### 4. Packaging, Labeling

- 4.1 We provide the goods in the form of packaging that is classified by type of material and free of contamination at our factory.
- 4.2 If the Buyer adds additional labels to our products or combines our products with other products, the Buyer is obliged to indemnify us against any claims from public authorities arising from violations of European labeling regulations.

### 5. Delivery / Delays and Service Periods

- 5.1 Partial deliveries are permitted.
- 5.2 Delivery times and dates we specify are not binding unless explicitly confirmed in writing. Delivery times and dates are considered met if the goods are dispatched, are ready for shipment and the Buyer has been informed, or are received by the agreed time. We are obliged to deliver only if the Buyer fulfills all payment obligations, particularly agreed advance payments and taxes. If such payments are delayed or not made, the delivery period will be extended accordingly.
- 5.3 If unforeseeable circumstances beyond our control arise that make delivery or service impossible or unreasonable, we are not liable even if binding delivery dates were agreed. In such cases, we have the right to postpone delivery or extend the delivery period. This also applies to unexpected events affecting our suppliers.
- 5.4 If we exceed binding delivery dates under Clause 5.2, the Buyer is entitled only to withdraw from the contract or claim damages related solely to the delayed delivery.

- 5.5 If a contractual penalty is agreed, it must be declared upon acceptance of the limitation.
- 5.6 Upon our request, the Buyer must declare whether they insist on delivery, withdraw from the contract, or claim compensation in lieu of performance after an appropriate period has expired.
- 5.7 In case of delay, the Buyer may claim damages for proven losses caused by the delay. Unless we are liable due to willful intent or gross negligence, such claims are limited to 0.5% of the delivery value per week of delay, up to a maximum of 5%. The Buyer's right to withdraw or claim compensation after a grace period remains valid.

## **6. Transfer of Risk and Acceptance**

- 6.1 The risk are passed to the Buyer as soon as the shipment is handed over to the carrier, leaves our warehouse, or is reported as ready for dispatch. If the shipment is delayed at the request or fault of the Buyer, the risk passes upon notification of readiness for dispatch. Upon written request, we can insure the shipment at the Buyer's cost against risks such as theft, breakage, transport, fire, and water damage.

## **7. Software Usage Rights**

- 7.1 The Buyer receives a non-exclusive right to use standard software with the agreed performance features on the designated device without modification. Two backup copies may be made and labeled accordingly.

## **8. Warranty and Obligations**

- 8.1 The warranty period is 12 months from the transfer of risk.
- 8.2 Unless otherwise agreed, the quality agreed upon is based on the product specifications valid at the time of contract conclusion. We do not provide guarantees for specific uses unless expressly agreed.
- 8.3 The Buyer is obliged to inspect the goods immediately upon arrival and notify us in writing of any defects within one week. Otherwise, the delivery is deemed accepted. Hidden defects must also be reported within one week of discovery. The Buyer retains warranty rights only if inspection and notification obligations under applicable laws are fulfilled.
- 8.4 The Buyer must allow Leuze to verify complaints and inspect damaged goods and packaging. If operational safety or disproportionate damage risk exists, the Buyer must contact Leuze immediately in writing.
- 8.5 If the Buyer requests remedy, we may either repair the defect or deliver a replacement. If not possible or timely, the Buyer may withdraw, reduce the price, or claim compensation as per Section 9.
- 8.6 We bear the costs for verified defects, including shipping if no legal obligation exists. The Buyer bears all other costs. If the complaint is unjustified, the Buyer covers installation and all other expenses if the lack of defect was recognizable.
- 8.7 Warranty claims do not apply to defects from misuse, negligent maintenance, natural wear, unsuitable parts, or out-of-spec processing.
- 8.8 All warranty claims except those under Section 9 expire 12 months after delivery.

## **9. Liability**

- 9.1 The Buyer is assumed to use the product according to operating instructions and must prove so.
- 9.2 We are liable for injuries to life, body, or health caused by us or our legal representatives or agents. If a defect is fraudulently concealed or guaranteed, the guarantee governs liability.
- 9.3 We are liable for breach of essential contractual obligations. Unless intentional, liability is limited to foreseeable damages. We are not liable for installations performed by the Buyer unless proper installation is proven.
- 9.4 We are liable under mandatory laws such as product liability. Unless gross negligence applies, compensation is limited to the amount covered by our liability insurance. We will provide proof of coverage upon request.
- 9.5 Unless stated otherwise, all other Buyer claims are excluded. We are not liable for indirect damages, lost profits, or damage to third-party property due to use or combination of our products.
- 9.6 If the Buyer holds us liable under regulations, they must notify us in writing and allow inspection of damages.

## **10. Retention of Title**

- 10.1 Delivered goods remain our property until full payment and settlement of future claims under the contract. Upon default and demand for payment, we may reclaim goods. The Buyer must return them.
- 10.2 Processing and installation of the goods creates a new movable item owned by us. If other goods are involved, co-ownership applies proportionally.
- 10.3 If sold with other items, the Buyer assigns claims from resale to us, including ancillary rights. Assigned amount equals invoice value plus 20%, unless third-party rights are affected.
- 10.4 If installed into third-party sites or locations, claims equal to the value are assigned to us, including rights of lien.
- 10.5 The Buyer may resell only in the regular course of business and under our title retention. Other disposals are prohibited.
- 10.6 The Buyer may collect assigned claims unless in default. Upon our request, the Buyer must identify debtors and inform them. We may also notify them.
- 10.7 Upon collection by us, the Buyer must cooperate fully, including closing accounts and providing documents. The Buyer must notify us immediately of any enforcement actions involving retained goods or assigned claims.
- 10.8 Upon cessation of payments or insolvency, the right to resell or collect claims by the Buyer ends. Protest of checks or notes also ends this right.
- 10.9 If the value of collateral exceeds our claims by more than 20%, we will release the excess upon request. Ownership returns to the Buyer once all claims are settled.

## **11. Final Provisions**

- 11.1 All contracts must be in writing. Amendments are valid only with our written confirmation. These provisions are governed by the laws of the Republic of Singapore.
- 11.2 If the Buyer is a registered merchant or a legal entity under public law, the Singapore Court of Law have jurisdiction for all disputes that are raised.
- 11.3 If any provision is invalid or unenforceable, the remaining provisions remain in effect. An invalid provision will be replaced with one that best achieves the commercial purpose.