

General Terms of Delivery, Service and Payment of Testo India Pvt. Ltd.

1. General

Our contracts are based exclusively on the following conditions, as far as deviations from us have not been expressly confirmed in writing. Other terms and conditions do not apply even if we do not object to them and the contract is executed.

2. Conclusion of contract

Our offers are non-binding. Orders are only binding for us, as far as we confirm them or comply with them by sending the goods or rendering the service, verbal collateral agreements only if we confirm them in writing.

3. Prices

Our prices are ex warehouse, Pune excluding packaging and transport costs. The applicable GST is extra.

For the calculation, the prices valid on the day of delivery or service always apply, unless a fixed price agreement has been confirmed by us in writing.

4. Payment

Payments are to be made as per contract or purchase order. If a set payment period is exceeded, we will charge interest at the rate of 18% above the base rate, subject to the assertion of further damages. The crossing of bills requires our approval. Expenses and costs are fully borne by the customer and are due immediately. Likewise, the customer bears the risk for the timely presentation and protest. In the event of default in payment and reasonable doubts as to the purchaser's solvency or creditworthiness, we are entitled - without prejudice to our other rights - to demand securities or advance payments for outstanding deliveries and services or to make deliveries and services only against cash on delivery or prepayment and all claims arising from the business relationship are due immediately to deliver. Only undisputed or legally established claims entitle the purchaser to set-off or retention. The customer may not assign claims against us.

5. Right of revocation for consumers

Withdrawal:

Insofar as you are a consumer and the contractual relationship has come about exclusively through the use of means of distance communication, you can submit your contract within 14 days without giving reasons in writing (eg letter, fax, e-mail) or - if you leave the matter before the deadline will be revoked - even by returning the item. The period begins on receipt of this instruction in writing, but not before receipt of the goods by the recipient. To meet the deadline, the timely dispatch of the revocation or the thing is sufficient. The revocation must be sent to Testo India Pvt. Ltd, Plot no 23, Sind Society, Baner Road, Aundh, Pune 411007.

The right of revocation does not exist with contracts of software, if the supplied data media were unsealed by the orderer. A right of withdrawal also does not apply to goods that are made to customer specifications or clearly tailored to personal needs.

Returns:

In the case of an effective revocation, the mutually received benefits and any benefits (eg interest) surrendered.

Dispatchable goods are returned at our expense and risk.

If you can not give us back or give us the received performance as well as uses (eg benefits of use) or only partially or only in a deteriorated condition, you have to pay us compensation. For the deterioration of the thing and for drawn uses, you only have to pay compensation if the use or the deterioration is due to a handling of the thing, which goes beyond the examination of the characteristics and the functioning. By "testing the characteristics and the mode of operation" is meant testing and trying out the respective goods, as is possible and customary in the store, for example. Incidentally, you can avoid the obligation to pay compensation by not using the goods as an owner and refraining from anything that affects their value.

6. Delivery and service time

Delivery and service periods are only binding for us if they are expressly agreed in writing. Other time limits are non-binding and may be exceeded to a reasonable extent (approximately 6 weeks).

For the adherence to agreed delivery periods, the time is decisive at which the delivery leaves our factory.

The delivery and performance period shall be extended appropriately in the event of industrial disputes, in particular strikes and lockouts and in the event of unforeseen obstacles beyond the Supplier's control, insofar as such impediments demonstrably affect the completion or delivery of the delivery item or the service of considerable influence are. This also applies if the circumstances occur with subcontractors.

If agreed deadlines are exceeded or deadlines are exceeded for the above-mentioned period (approximately 6 weeks), the purchaser can set a grace period of at least 3 weeks and withdraw from the contract after fruitless expiration of this grace period. For claims for damages, para. 10th

7. Transfer of risk

The risk is transferred to the customer at the latest with the dispatch of the delivery parts, even if partial deliveries are made or the supplier has taken on other services. If the shipment is delayed as a result of circumstances for which the customer is responsible, the risk shall pass to the customer from the date of readiness for shipment.

8. Retention of title

Until the full payment of our claims from the business relationship with the purchaser, the goods sold remain our property.

The retention of title also extends to the full value of the products resulting from the processing, mixing or combination of our goods, whereby we are considered to be the manufacturer. If the ownership rights remain with processing, mixing or combination with goods of third parties, we acquire co-ownership in proportion of the invoice values of these processed goods.

The customer is authorized to dispose of the purchased goods in the ordinary course of business as long as he is not in default of payment. Pledging and chattel mortgage of the reserved goods are inadmissible.

The purchaser hereby assigns the claims arising from the resale against third parties as a whole or in the amount of our possible co-ownership share to us as security. He is authorized to collect these until revocation or termination of his payments to us for our account.

Access by third parties to the goods and claims belonging to us must be reported to us by the purchaser immediately by registered letter.

In case of breach of contract by the customer - in particular in case of default of payment - we are entitled to take back the reserved goods at the customer's expense. The customer hereby assigns to us for this purpose his surrender claims against third parties.

The exercise of the reservation of title does not mean the withdrawal from the contract.

Insofar as the value of the securities existing for us exceeds our claims by more than 20%, we release securities of our choice upon request of the customer.

9. Warranty

The warranty period for all new equipment and systems sold, as well as services provided corresponds, unless otherwise agreed in writing, the statutory provisions.

It does not cover consumables such as temperature measuring strips, printer paper or wear parts (batteries, rechargeable batteries, printing units, electronic measuring cells) as well as wear of the sensor due to contact with the medium to be measured. In case of legitimate complaints, we will eliminate the defects or deliver goods free of defects at our discretion. Only after the remedy of the defect has failed or again defective goods have been delivered can the buyer reduce the purchase price. If the defect is not insignificant, the customer may also withdraw from the contract and / or claim damages within the scope of the following paragraph 10.

The customer has to give us the opportunity to remedy the defect complained about; as long as he refuses, we are released from the warranty obligation.

If the customer has not followed the instructions for use of the goods and / or carried out interventions, alterations or repair work on the goods, he is obliged to prove that the defect is not based on them.

The customer has to comply with his contractual obligations, in particular the agreed terms of payment. However, if the contract is part of the operation of his trading business, the purchaser may withhold payments only if a complaint of defects is made, the justification of which can not be doubted.

10. Damages

We are liable for damages, for whatever legal reason, only:

- according to the product liability law;
- at will;
- gross negligence on the part of owners, legal representatives or executives;
- with malice;
- Failure to comply with an accepted warranty;
- for culpable injury to life, body or health;
- or
- because of the culpable violation of such a material obligation that the achievement of the purpose of the contract is jeopardized.

In case of violation of essential contractual obligations, we are also liable for gross negligence of non-executive employees and for slight negligence. In the latter case, the claim for damages, insofar as legally permissible, is limited to the invoice value of our directly involved in the damage-causing event quantity of goods. In any case, this claim for damages is at least limited to the contractually typical, foreseeable damage. Further claims for damages are excluded.

11. Jurisdiction

The sole place of jurisdiction is, if the purchaser is a registered trader, in all disputes arising directly or indirectly from the contractual relationship Pune, India or, at our discretion, the general place of jurisdiction of the purchaser.

Pune, November 2019