

# GENERAL TERMS OF DELIVERY

## Anton Paar ConsumerTec GmbH

Kärntner Straße 418, 8054 Graz, Austria

### 1 Scope

- 1.1. Unless otherwise agreed in writing, these General Terms of Delivery ("Terms") shall exclusively govern all sales and deliveries made by Anton Paar ConsumerTec GmbH ("Anton Paar"). If the Buyer is a consumer in the meaning of the applicable laws, Anton Paar's terms of delivery for consumers apply.
- 1.2. Any deviation from these Terms is only valid and binding, if it is expressly agreed in writing by Anton Paar. Buyer's general terms of purchase or any similar unilateral terms of Buyer do not become part of the contract, even if they are referred to or contained in an order accepted by Anton Paar.

### 2 Conclusion of contract

- 2.1. Anton Paar's quotations are estimates without legal implications. No rights can be derived from statements or pictures appearing in catalogues, websites, folders, promotional literature and the like. Oral statements are binding only if confirmed by Anton Paar in writing.
- 2.2. When the Buyer wishes to place an order for Anton Paar's goods ("Goods"), software ("Software") or services ("Services"), it shall submit an order form to Anton Paar. Such order shall be treated as an offer by the Buyer to contract with Anton Paar, but shall not be binding on Anton Paar until accepted in accordance with clause 2.3.
- 2.3. If Anton Paar, at its discretion, accepts the Buyer's order, it shall issue an order confirmation to the Buyer. The contract is concluded upon the issuance of such order confirmation or conclusively (by means of Anton Paar's performance). Oral or written statements shall only be binding, if expressly confirmed in the order confirmation.
- 2.4. Amendments of or additions to the contract require Anton Paar's written consent. Orders, order confirmations as well as amendments to them and other written confirmations are also valid if submitted electronically.

### 3 Prices

- 3.1. Unless separately stated by Anton Paar, prices only cover the Goods and/or Services, including standard packaging, and are calculated excluding freight, insurance, value added tax or any other applicable sales tax, customs, import or other duties levied in respect of delivery.
- 3.2. If applicable according to the agreed delivery terms, these costs, expenses and charges will be invoiced to Buyer separately.
- 3.3. Prices are based on the time of the first quotation. In the event that the costs have increased by the time of delivery or if the order placed is not in accordance with the quotation, Anton Paar reserves the right to adjust prices accordingly.

### 4 Payment

- 4.1. Unless agreed otherwise, the Buyer shall effect payment to Anton Paar within 30 days from the date of the delivery. Payments shall be made in Euro by bank transfer to the bank account of Anton Paar as set out below free of charges for Anton Paar:

IBAN: AT69 2081 5000 4349 1463

BIC: STSPAT2GXXX

- 4.2. If the Buyer fails to make any payment to Anton Paar by the due date, Anton Paar may without prejudice to its other rights
  - a) charge interest on the overdue amount at the rate of 1.25% per month, such interest accruing on a daily basis from the due date until the date of actual payment of the overdue amount; and/or
  - b) suspend performance of its obligations, without any liability to the Buyer for such delay, until full payment has been made; and/or
  - c) claim compensation from the Buyer for all costs and expenses arising from the delay in payment prior to legal action.
- 4.3. If at any time prior to shipment of the Goods or the performance of Services the appropriate credit worthiness of the customer does not meet Anton Paar's requirements, Anton Paar reserves the right to
  - a) change payment terms; and/or
  - b) delay shipment; and/or

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- c) require full or partial advance payment, and/or
- d) cancel all or any part of the order.

- 4.4. Title to the Goods will pass to the Buyer upon the date of delivery, provided all outstanding sums owed by the Buyer to Anton Paar have been fully paid by then; otherwise title is retained by Anton Paar until all due sums are fully paid. In case of a resale of a product for which Anton Paar retains title, the Buyer assigns his claim out the resale, to Anton Paar to secure Anton Paar's rights, even if the product is processed, transformed or combined with other commodities.
- 4.5. The Buyer may not withhold or retain payments or other obligations or offset them against any amount due to Anton Paar.

## 5 Delivery

- 5.1. Unless legally not permissible or agreed otherwise, the Goods will be provided EXW Anton Paar GmbH (Incoterms 2020) and risk of loss of the Goods will pass to the Buyer upon such delivery point.
- 5.2. Delivery or performance dates in relation to the supply of products are approximate only. Unless otherwise expressly stated by Anton Paar, time is not of the essence for delivery of the products and Anton Paar will not be liable for any losses, damages, penalties, or expenses for failure to meet any delivery date.
- 5.3. The actual delivery time or the time of performance of Services will depend on the fulfillment of the preliminary conditions and shall start at the latest of the following dates:
- a) the date of order confirmation by Anton Paar;
  - b) the date of fulfillment by Buyer of all the conditions, technical, commercial and other, for which he is responsible;
  - c) the date of receipt by Anton Paar of a deposit or security due before delivery of the Goods in question.
- 5.4. Anton Paar shall not be in breach of a contract nor liable for any failure or delay in performance of any of its obligations and the delivery time shall be extended accordingly in case of unforeseeable circumstances or circumstances beyond the parties' control, which impede compliance with the agreed delivery time, including but not limited to fire, flood, earthquake, windstorm or other natural disaster, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions; terrorist attack, civil war, civil commotion or riots; nuclear, chemical or biological contamination or sonic boom; labor disputes; voluntary or mandatory compliance with any law; accidental damage; loss at sea; adverse weather conditions; shortage of raw materials; loss of major suppliers; interruption or failure of utility service, including but not limited to electric power, gas or water, delays in transport or customs clearance, damages in transit; regardless if they affect Anton Paar or any of its subcontractors.

## 6 Warranty

- 6.1. For the period of twelve months from the delivery, Anton Paar warrants that the delivered Instrument as defined below a) conforms to the specifications provided by Anton Paar; and b) is free from latent or patent defects in material or workmanship that impede the use of the products as specified by Anton Paar. An Instrument ("Instrument") means a new instrument and all its accessories purchased from Anton Paar.
- 6.2. If an Instrument is found to be defective during the warranty period, Anton Paar shall remedy such deficiency, at its option and its cost, by the repair or replacement of the defective Instrument or an adequate reduction in price. The warranty period for the repaired or replaced product shall run for the remainder of the initial warranty period.
- 6.3. Unless otherwise agreed in writing, any warranty by Anton Paar shall be to the Buyer only and may not be transferred or assigned to any third party.
- 6.4. Unless not permissible this warranty shall be in lieu of all statutory warranty provisions. All other warranties or conditions (whether express or implied) as to quality, condition, description, compliance with sample or fitness for a specific purpose (whether statutory or otherwise) other than those expressly set out in these Terms are excluded to the fullest extent permitted by law.
- 6.5. Unless stated otherwise in writing, Anton Paar accepts no warranty for the sale of used goods.

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### 7 Cancellation

- 7.1. If buyer is not a consumer within the meaning of Directive 2011/83/EU of the European Parliament and the Council of 25 October 2011 on consumer rights and unless expressly agreed otherwise, the Buyer may only cancel a contract for the purchase of Goods, if the delivery of the Goods has been delayed due to Anton Paar's gross culpability and the reasonable grace period set by the Buyer has expired. The cancellation shall be submitted by registered mail only. All rendered deliveries, performed Services and preparation acts will be invoiced to the Buyer accordingly.
- 7.2. If you are a consumer within the meaning of Directive 2011/83/EU of the European Parliament and the Council of 25 October 2011 on consumer rights you have the right to withdraw from this contract within 14 days without giving any reason. The withdrawal period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the Goods (or if you ordered multiple Goods in one order that are delivered separately, the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last Good).
- 7.3. To exercise the right of withdrawal, you must inform us (Anton Paar ConsumerTec GmbH, Kärntner Straße 418, 8054 Graz, Austria, [support@easydens.com](mailto:support@easydens.com)) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or e-mail).
- 7.4. You may use the model withdrawal form as attached in Appendix 1, but it is not obligatory. To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.
- 7.5. If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we have received the goods back. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.
- 7.6. You shall send back the Goods or hand them over to us without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired. You will have to bear the direct cost of returning the Goods.
- 7.7. Irrespective of its other rights, Anton Paar may cancel, in whole or in part, a contract for the purchase of Goods or Services without any liability to the Buyer, if a) the delivery of the Goods or performance of the Services is rendered impossible or delayed despite setting a reasonable grace period due to reasons attributable to the Buyer; b) concerns about the Buyer's solvency emerge and the Buyer, upon Anton Paar's request, does not make an advance payment or post an adequate bond prior to delivery, or c) the Buyer is or becomes insolvent.
- 7.8. Other consequences of the cancellation are excluded.

### 8 Software

- 8.1. Software provided by Anton Paar or its licensors shall not become the property of the Buyer. All use of Software is subject to Anton Paar's licensing terms.
- 8.2. Except where entitled to do so by law, the Buyer may not copy or modify or disclose Software to a third party without Anton Paar's written consent.
- 8.3. With the transmission of the license key a cancellation is excluded in any case.

### 9 Limitation of liability

- 9.1. Outside the scope of the product liability, Anton Paar shall be liable only if the damage in question is proved to be due to intentional acts or acts of gross negligence, within the limits of statutory provisions. Anton Paar shall not be liable for damage due to acts of ordinary negligence.
- 9.2. Anton Paar shall not be liable for and disclaims all warranty obligations for any damages or losses arising from the Buyer's (or any third party's) subsequent use or misuse of the Goods and/or Services including, without limitation
  - a) fair wear and tear;

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- b) abnormal working or operating conditions beyond those referred to in the Good specification, including atmospheric discharges, excess voltage and chemical influences;
- c) the Buyer's (or any end user's) negligence or willful misconduct, or that of its agents or employees, or any failure to follow Anton Paar's instructions as to use of the Goods;
- d) assembly, installation, modification, alteration, service or repair work not undertaken by Anton Paar or a representative authorized by Anton Paar in writing; and
- e) compliance or non-compliance with licensing requirements.

9.3. Anton Paar's liability for any and all claims, whether based on contract, tort, statute, indemnity or otherwise, arising out of or in connection with this agreement are limited in their aggregate total to the value of the respective order. Any claims exceeding this limitation of liability are expressly excluded.

## **10 Statute of limitations**

10.1. The Buyer's right to redress for all claims against Anton Paar arising out of the Buyer's warranty obligations to a customer further to a resale of the Goods is excluded. Where the exclusion of the redress is prohibited by mandatorily applicable law, the right to redress is limited by the warranty period provided under clause 6.1.

## **11 Intellectual property rights**

11.1. No rights in relation to Anton Paar's existing or future intellectual property rights (which include copyright, database rights, topography rights, design rights, trade marks, patents, domain names and any other intellectual property rights of a similar nature, whether or not registered, subsisting anywhere in the world in or associated with its Goods) are granted or conferred to the Buyer.

## **12 Export control regulations**

- 12.1. The Buyer acknowledges and agrees that any delivery made by Anton Paar is subject to and the Buyer is obliged to comply with all applicable export control regulations.
- 12.2. The Buyer may not resell, (re)export or otherwise transfer any Goods of Anton Paar in violation of applicable export control regulations and shall be liable to and keep indemnified and hold harmless Anton Paar from any claim arising out of the breach of this provision.

## **13 Compliance**

13.1. The Buyer agrees to comply with all applicable laws, statutes, regulations, codes and other legal requirements, including without limitation, health, safety, security and environment, anti-corruption and anti-bribery.

## **14 Applicable law and jurisdiction**

- 14.1. Unless not permissible by law the contract is subject to the law of Austria excluding its conflict of laws provisions. The application of the UN Convention on Contracts for the International Sale of Goods is renounced.
- 14.2. All disputes arising out of or in connection with the present contract shall be exclusively brought before the competent courts in Graz, Austria.

## **15 Miscellaneous**

- 15.1. If a provision of these Terms is or becomes ineffective, invalid or unenforceable, the other provisions of these Terms shall remain unaffected. The ineffective, invalid or unenforceable provision shall be deemed replaced by a term or provision that is valid and enforceable and that comes closest to expressing the commercial intention of the invalid, illegal or unenforceable term or provision.
- 15.2. The Buyer may not assign its rights and obligations arising out of or in connection with an order to any third party without Anton Paar's prior written consent.

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## APPENDIX 1

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## SAMPLE LETTER OF WITHDRAWAL

(Should you wish to withdraw from the contract, you may use this form, fill it in and send it to us.)

To  
**Anton Paar ConsumerTec GmbH**  
Kärntner Straße 418  
8054 Graz  
Austria

E-Mail: [support@easydens.com](mailto:support@easydens.com)

I wish to withdraw from my contract concerning the purchase of the following products

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ordered (\*)/received (\*) on 

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Name of the consumer 

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Address of the consumer 

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Signature of the consumer 

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Date 

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(\*) Delete as appropriate.