

## **General Terms and Conditions ( GTC )**

**Terms and Conditions of the company "novasens Sensortechnik Lars Heuer" in following abbreviated as "novasens":**

1. Retention of Title: We retain the ownership of the goods delivered until full payment of all our claims against the purchaser.

If further processing of our property is considered, we have the ownership of the new thing. In finishing with parts not belonging to us we will be co-owners to the value of the new product in ratio of the value of our jointly processed items.

In the event of resale he assigns in advance his claim or the corresponding part of our co-ownership of the claim against the customer.

2. novasens guarantees that products for the period of 6 months from date of delivery having no defects regard to material and workmanship.

Any defects in the delivered goods must be reported within 30 days after delivery and in any case prior to further processing.

All defective products must be returned at the expense and risk of the buyer.

The above warranty is the only warranty, which novasens makes. There is no other direct or indirect guarantee.

The appeal of the buyer is solely restricted to the repair or replacement for a defective product that has been claimed.

We resolve legitimate complaints upon delivery of equipment through free repair or replacement of similar equipment.

novasens is not responsible for any other damage, if it involves direct or incidental or consequential damages, or if the damage caused by the negligence or the misuse of the products are caused by the customer.

This includes improper installation, unauthorized modifications or Repair.

3. If the buyer is in delay with the payment of one of our invoices, we can also require immediate payment of our other not yet past due invoices.

4. If we are in delay with our delivery, the buyer can set a grace period and after the unsuccessful expiration to resign the contract, but not require compensation.

5. We are not obliged to advise the customer, a consultation is nevertheless granted binding - also in relation to proprietary rights of third parties.

6. Jurisdiction is Lüneburg in Germany.

7. German and European law applies to the above conditons.

(2010 – subject to change!)