

General Terms and Conditions

Version US 1.0 - June 2025

Webshop of Schaller Messtechnik GmbH

www.schaller-meters.com

1. Scope of validity
2. Language of the contract
3. Applicable law, place of court and place of fulfillment
4. Conclusion of a contract
5. Prices, due date and delay
6. Retention of title
7. Warranty
8. Liability
9. Maintenance

10. Protection of plans and documents
11. Confidentiality
12. Export of goods
13. Non-Solicitation
14. Force majeure
15. Change of address
16. Data Protection
17. Final provisions

1. Scope of validity

- 1.1. These Terms and Conditions (hereinafter referred to as "GTC") of Schaller Messtechnik GmbH (hereinafter referred to as us/we) apply to all orders placed through our online shop by **business customers located in the United States of America**. We do not enter into contracts with consumers or individuals acting outside the scope of their business or professional activity.
- 1.2. By placing an order or by confirming an offer made by us, the customer agrees to these GTC. These GTC shall apply to all future business transactions, even without any further express agreement.
- 1.3. Changes and additions to the GTC as well as verbal agreements that deviate from the content of these GTC shall only become effective with our written confirmation. We expressly object to any general terms and conditions of business or purchase of the customer. Any general terms and conditions of business submitted by the customer which deviate from these GTC shall not be valid unless their validity has been expressly agreed to in writing.
- 1.4. The terms and conditions are available as a printable PDF on our website at www.schaller-meters.com

2. Language of the contract

- 2.1. The contract language is English. All other information and settlements are offered in English.

3. Applicable law, place of court and place of fulfillment

- 3.1. These GTC and the contracts to be concluded under these GTC shall be regulated by Austrian substantive law excluding the United Nations Convention on Contracts for the International Sale of Goods (UN Sales Convention) and the conflict of laws. The application of the Uniform Commercial Code (UCC) or any similar commercial codes of any U.S. jurisdiction is expressly excluded.
- 3.2. The exclusive jurisdiction of the competent court in Graz is agreed.
- 3.3. The place of fulfillment is the registered office of our company.

4. Conclusion of a contract

- 4.1. All our offers are invitations to the customer to make an offer. Our offers are subject to change. The customer's order constitutes a binding offer to conclude a contract, to which the customer is bound for ten working days. The contract shall only be concluded upon our confirmation of the order or upon our actual performance of the service.
- 4.2. Information provided in catalogs, price lists, brochures, advertisements on trade fair stands, circulars, advertising mailings or other media (information material) about the goods or services offered by us shall be non-binding unless expressly declared in writing to be part of the contract.
- 4.3. Estimates of costs are provided without guarantee and are subject to a charge.

5. Prices, due date and delay

- 5.1. All payments must be made exclusively by credit card. We accept the following cards: MasterCard, Visa, Diners Club and American Express. By providing your credit card information, you authorize us to charge the specified amount to your credit card at the time of purchase or as otherwise agreed. We do not accept any other forms of payment. In the event that a payment is declined, your order may be canceled or delayed until a valid payment is provided.
- 5.2. All prices are stated in **US Dollars (USD)** and do not include applicable taxes, customs duties, or shipping costs.
- 5.3. Errors and misprints are reserved.
- 5.4. Unless a discount has been expressly agreed, the customer shall not be entitled to deduct a discount.
- 5.5. The price shall be due for payment without deduction by the customer immediately upon commissioning. We are entitled to

issue partial invoices at any time, which are due immediately.

- 5.6. The fee for continuing obligations shall be agreed as value-assured according to the CPI 2020 and the fees shall be adjusted as a result. The month in which the contract was signed shall be taken as the starting point. In the case of consumers, an adjustment in this respect shall only be made in the event of an individual contractual agreement.
- 5.7. If wage or production costs change due to collective bargaining regulations in the industry, due to internal company agreements or other costs relevant to the calculation or necessary for the provision of services, such as those for materials, energy, transport, external work, financing, etc., we shall be entitled to increase the prices accordingly. We shall be entitled to change the prices and ancillary costs at any time if the market price of the contractual goods changes, as long as the goods have not been delivered or the customer has not yet made payment.
- 5.8. In the event of default in payment, business interest on arrears shall be charged at the statutory rate from the due date of the claim. Furthermore, in the event of late payment, a compensation for collection costs of a lump sum of \$ 40.00 will be charged. Further (legal) claims remain unaffected. A set-off of own claims against the claims of us is inadmissible, as far as the claim is not undisputed or not legally established or is not in connection with the liabilities of the customer. If the payment deadline is exceeded, any remuneration granted (discounts, deductions, etc.) shall be forfeited and added to the invoice.
- 5.9. If devices, software or systems cannot be handed over, installed or put into operation due to circumstances for which we are not responsible, this shall not release the customer from its payment obligation, unless we have given a corresponding guarantee for installation or commissioning.
- 5.10. For import taxes, customs duties and all fees regarding the import the customer is solely responsible. These charges are not included in the purchase price or shipping cost and we have no control over these charges and cannot predict what they may be. Refusal to pay duties or accept delivery does not entitle the customer to a refund.

6. Retention of title

- 6.1. The goods shall remain our property until all claims including interest, discounts unjustifiably retained by the customer or deductions not recognized by us, costs incurred and the like, for whatever legal reason, have been paid. Retention of title may be subject to local Uniform Commercial Code (UCC) requirements for enforceability.
- 6.2. As long as a reservation of title exists and not all claims have been settled in full, the customer undertakes to treat the goods with care and to exercise due diligence. Pledges or transfers by way of security before full payment are excluded.
Should the goods be pledged or seized or otherwise seized by third parties, the customer shall draw attention to our ownership, inform us thereof without delay and provide us with all information and documents necessary to enforce our ownership rights.
- 6.3. A resale shall only be permissible if we are informed of this in advance and in good time, stating the name and address of the purchaser, and if we consent to the sale. In the event of our consent, the purchase price claim shall already be deemed assigned to us and we shall be entitled to notify the third-party debtor of this assignment at any time.
- 6.4. If the customer is in default of payment, we shall be entitled to demand the return of the goods subject to retention of title after setting a reasonable grace period. It is agreed that the assertion of the reservation of title does not constitute a rescission of the contract unless we expressly declare the rescission of the contract.

7. Warranty

- 7.1. All orders are shipped with insurance for the full value of the goods. In the event of loss or damage during transit, we will file a claim with the shipping carrier on your behalf. Once the claim is approved, we will either replace the item(s) or issue a refund, at our sole discretion.
- 7.2. The delivery address specified by the customer is decisive for the delivery. Unless expressly agreed otherwise, we will deliver the Goods DAP (Incoterm 2020 - Delivered at Place referred to in the Order and Order Confirmation). Goods will be packed for transportation and storage in accordance with good commercial practices and our operating procedures. If delivery to the customer is not possible because the customer does not accept the ordered goods or has not correctly specified the delivery address, the customer shall bear the costs of the unsuccessful delivery. In addition, we are entitled to demand fulfillment of the contract or compensation of 30% of the purchase price, irrespective of the assertion of further damages. Furthermore, we are entitled to demand monthly storage costs amounting to 3% of the purchase price if the customer does not take delivery of the ordered goods at the agreed time of handover or acceptance.
- 7.3. The customer must inspect the goods immediately after receipt for completeness and conformity with the order. Defects shall be notified in writing immediately after their discovery, together with a detailed description of the defect. If the complaint is not made, acceptance shall be deemed to have taken place and any warranty shall be excluded. In the event of proper notification of defects, the provisions of warranty law shall apply. A warranty period of six months is agreed. We shall be granted at least two attempts to remedy the defect. If the improvement or replacement is impossible or would involve a disproportionately high effort for us, or if we are unable to comply with the replacement or improvement request or cannot comply with it within a reasonable period of time, we shall be entitled to reduce the price or rescind the contract in its entirety.
- 7.4. Returns are only accepted in the case of justified claims for defects and require our prior written approval. Unauthorized returns will not be accepted.
- 7.5. All costs incurred in connection with the improvement (e.g. transport, travel time) will be charged to the customer.
- 7.6. The warranty shall be excluded in the case of used goods as well as in the case of acceptance of repair orders or in the case of modifications or conversions.
- 7.7. Further excluded from the warranty are such defects which arise from arrangement and assembly not carried out by us, insufficient equipment, non-observance of the installation requirements and conditions of use, overloading of the parts beyond the performance specified by us, negligent or incorrect handling and use of unsuitable operating materials. We are also not liable for damage caused by actions of third parties, atmospheric discharges, overvoltages and chemical influences.
- 7.8. The entire warranty does not apply to the replacement of parts that are subject to natural wear and tear. In addition, the warranty shall expire if, without our written consent, the customer himself or a third party not expressly authorized by us carries out modifications or repairs to the delivered goods.
- 7.9. The original warranty obligation shall not be extended by work and deliveries subject to warranty.
- 7.10. The obligation to update programs, software, components of programs or software free of charge and not separately commissioned is expressly excluded.

8. Liability

- 8.1. We shall not be liable for a specific success or a specific measurement result and in any case only for grossly culpable breaches of duty and at most up to the fair value of the goods or services purchased by the customer. Liability for slight negligence in the case of damage to property is excluded. Furthermore, we shall only be liable for typical and foreseeable damage, i.e. for damage that could reasonably be expected to occur at the time of conclusion of the contract according to the circumstances known at that time. Claims arising from consequential (defect) damages as well as from damages for which the customer can obtain insurance coverage or which are controllable by the customer, from other indirect damages and losses or lost profits as well as generally from pecuniary damages, in particular from defective, omitted or delayed performance of services, are expressly excluded. The claims for damages to which the customer is entitled in accordance with the above provisions shall become statute-barred within six months of knowledge of the damage and the damaging party. Claims for damages under the Product Liability Act (PHG) shall be governed by the statutory limitation provisions. Recourse liability within the meaning of § 12 PHG is excluded unless the person entitled to recourse proves that the defect was caused in our sphere and was at least due to gross negligence.
- 8.2. We shall not be held liable for any delays in delivery caused by the carrier or any third-party logistics provider. Once the goods have been handed over to the shipping company, the risk of loss or delay passes to the customer. Delivery dates and times are non-binding estimates, and we accept no liability for any consequential

damages or losses resulting from delivery delays beyond our control.

9. Maintenance

- 9.1. The inspection of the adjustment and its calibration intervals depends on the required accuracy in the application range and the stress of temperature and humidity range, as in particular the chemical stress with relative humidity sensors.

10. Protection of plans and documents

- 10.1. Plans, drafts, drawings, sketches, cost estimates and other documents such as brochures, catalogs, samples, presentations and the like shall remain our intellectual property. Any use, in particular passing on, duplication, publication and making available, including copying even of extracts, shall require our express consent. All documents listed above can be reclaimed by us at any time and must be returned to us without delay and without being requested to do so.

11. Confidentiality

- 11.1. The customer undertakes to maintain secrecy towards third parties with regard to the knowledge he has gained from the business relationship.

12. Export of goods

- 12.1. If the goods are subject to export control pursuant to the relevant provisions of the Foreign Trade and Payments Act, the Foreign Trade and Payments Ordinances, the Dual-Use Regulation or other relevant provisions, the sale shall only be made subject to a legally binding assignment of the following obligations: The export of such goods or merchandise - including in processed or disassembled form - or the provision of such technical services shall only be permitted with the approval of the competent authority(ies). This obligation is to be transferred to each customer - with the further obligation to transfer it to any other customers. The customer is obliged to provide the permit himself and to instruct the transporter responsible for the export.

13. Non-Solicitation

- 13.1. The customer undertakes, in the sense of a post-contractual non-solicitation of personnel, not to solicit any personnel from our company or business after termination of the business relationship. In the event of a breach of this non-solicitation clause, the parties agreed on a contractual penalty in the amount of \$ 20,000.00, which shall not be subject to judicial mitigation. Any claim for damages exceeding this amount shall remain unaffected.

14. Force Majeure

- 14.1. Force majeure or other unforeseen hindrances in our sphere shall release us from compliance with the agreed obligations. Force majeure shall include, in particular, operational and traffic disruptions, improper performance of services by subcontractors, transport disruptions or production stoppages, pandemics, epidemics, etc.; for the duration of the aforementioned impediment, we shall be released from the obligation to perform, without the customer being entitled to a price reduction or other compensation.

15. Change of address

- 15.1. The customer shall notify us immediately of any changes in his business address as long as the contract has not been completely fulfilled by both parties. If such notification is omitted, declarations shall be deemed to have been received even if they are sent to the address last notified to us.

16. Data Protection

- 16.1. We process personal data for the processing of our business activities and for marketing purposes. Further information can be found at: www.humimeter.com/en/datenschutz/

17. Final provisions

- 17.1. The invalidity of any provision of these GTC shall leave all other provisions in force. The void provision shall be replaced by an economically equivalent or similar but permissible provision.
- 17.2. These GTC may be updated or amended at any time. The version in effect at the time of the order shall apply.