

*(Version July 2025 – replaces June 2022)*

## 1 Scope of Application

1.1 These conditions apply exclusively to entrepreneurs (Sec. 14 German Civil Code – “BGB”), legal entities under public law and special funds under public law (Sec. 310 (1) BGB).

1.2 They govern all present and future deliveries and services provided by Beck Sensortechnik GmbH (“we” / “us”). Divergent or supplemental terms of the purchaser shall only become part of the contract if we expressly acknowledge them in writing. Individual agreements (Sec. 305b BGB) remain unaffected.

1.3 Statutory priority rules (e.g. German Supply Chain Due Diligence Act – “LkSG”, ElektroG3, Packaging Act “VerpackG”, EU Battery Regulation 2023/1542) apply in addition and prevail where mandatory.

## 2 Conclusion of Contract

2.1 Our offers are non-binding unless expressly designated as binding.

2.2 The purchaser is bound to its order for two (2) weeks from receipt by us.

2.3 A contract is formed only by our written order confirmation or by execution of delivery. If the purchaser does not promptly object to the content of the confirmation, it is deemed accepted.

2.4 Contract formation is subject to correct and timely self-supply. We shall inform the purchaser without undue delay of any non-availability and refund any consideration received.

2.5 We retain title and copyrights to all documents provided (e.g. drawings, calculations). They may not be disclosed to third parties without our prior consent.

## 3 Prices / Payment / E-Invoicing

3.1 Prices are EX WORKS (Incoterms 2020) Steinenbronn, plus VAT, packaging, transport and ancillary costs.

3.2 If delivery is more than four (4) months after contract conclusion and prices are based on our price lists, the price list valid on the day of delivery applies (less any agreed discount). For recurring deliveries the price list valid on the delivery date applies unless agreed otherwise.

3.3 Our claims are due upon delivery and receipt of invoice. Cash discount is granted only by special arrangement.

3.4 From 1 January 2025 we issue invoices as structured electronic invoices pursuant to EN 16931 (X-Rechnung / ZUGFeRD 2.x); the purchaser must ensure technical capability to receive such e-invoices.

3.5 If the purchaser is in default for more than two (2) weeks or its creditworthiness is in doubt, we may declare all claims due immediately and make future deliveries only against advance payment or security.

3.6 The purchaser may set off or exercise retention rights only if its counter-claims are undisputed, finally adjudicated or ready for decision and arise from the same contractual relationship.

## 4 Delivery / Packaging / Force Majeure

4.1 Delivery dates are binding only if expressly confirmed by us in writing and commence after all technical issues are clarified and any agreed advance payment is received.

4.2 Partial deliveries are permissible if reasonable for the purchaser.

4.3 Commercially customary deviations and technical improvements reasonable to the purchaser are reserved.

4.4 Events of force majeure – including pandemics, war, authority orders or disruptions in energy or raw material supply – release us from delivery obligations for the duration of the disturbance plus a reasonable start-up period.

4.5 If the purchaser is in default of acceptance or breaches duties to cooperate, risk passes to it and additional costs are borne by it.

### 4.6 Packaging and Take-Back

(1) We fulfil our obligations under the German Packaging Act and are registered in the LUCID register under DE2303108828041.

(2) We take back transport and outer packaging at our site [address] during business hours or indicate third-party take-back points (§ 15 VerpackG).

(3) Pallets and returnable packaging remain our property and must be returned carriage paid without delay.

4.7 If third-party software or products with digital elements (Secs. 327 et seq. BGB) are included, the respective license and update terms apply; the purchaser receives a non-exclusive, perpetual right of use for the contractual purpose.

## 5 Claims for Defects

5.1 The quality of goods is determined solely by the order confirmation and our product descriptions. Public statements and advertising do not constitute contractual quality.

5.2 The purchaser shall inspect deliveries without undue delay and notify apparent defects in writing within seven (7) calendar days after receipt (Sec. 377 German Commercial Code). Hidden defects must be notified without undue delay after discovery.

5.3 Unjustified defect notices must be reimbursed by the purchaser if it acted negligently.

5.4 We shall, at our discretion, remedy defects or deliver a replacement (subsequent performance). If subsequent performance fails, is unreasonable or refused, the purchaser may reduce the price or – in case of material defects – rescind the contract and/or claim damages pursuant to Section 6.

5.5 Costs of subsequent performance arising from moving the goods to a different location than the place of performance are borne only if consistent with intended use.

5.6 For used goods, defect claims are excluded unless we fraudulently concealed the defect.

## 6 Liability

6.1 We are liable without limitation for intent, gross negligence, injury to life, body or health, and under the German Product Liability Act.

6.2 For slight negligence we are liable only for breach of essential contractual duties (cardinal obligations) and limited to foreseeable, typical damage. Liability for other slightly negligent breaches is excluded.

6.3 The above limitations also benefit our corporate bodies, employees and vicarious agents.

6.4 If the purchaser culpably withdraws from the contract, we may claim liquidated damages of 5 % of the order value; proof of higher or lower damage remains possible.

## 7 Limitation Period

7.1 Defect claims lapse twelve (12) months after passing of risk. Statutory periods for buildings, goods for buildings and supplier recourse remain unaffected.

7.2 Statutory periods for claims based on intent, gross negligence, injury to life, body or health and under the Product Liability Act remain unaffected.

## 8 Passing of Risk / Incoterms®

8.1 Delivery is EXW (Incoterms 2020) unless agreed otherwise.

8.2 Risk passes to the purchaser upon provision of the goods for collection. If dispatch is delayed for purchaser-related reasons, risk passes upon notification of readiness for dispatch.

8.3 Transport insurance is taken out only at purchaser's request and cost.

## 9 Retention of Title

9.1 We retain title to delivered goods until full payment of all claims from the business relationship.

9.2 Processing or transformation is carried out for us as manufacturer (Sec. 950 BGB). In case of combination with other items we acquire co-ownership proportionally.

9.3 The purchaser may resell goods in ordinary course of business; it hereby assigns to us all claims from such resale equal to the invoice amount (including VAT). We accept the assignment.

9.4 Pledges or transfers by way of security are prohibited.

9.5 We shall release securities upon request if their realisable value exceeds secured claims by more than 10 %; choice of securities to release is ours.

## 10 Take-Back of Electrical and Electronic Equipment (ElektroG3)

10.1 At end of life, professional "B2B" devices can be returned to us.

10.2 Returns must be registered via sales@beck-sensors.com; we arrange proper disposal under ElektroG3 and the WEEE Directive.

## 11 Supply Chain Compliance

11.1 Where the German Supply Chain Act applies to us, we shall take appropriate measures to respect human rights and environmental standards in the supply chain.

11.2 We support non-obligated purchasers by providing information on our supply chain management processes upon request.

## 12 Place of Jurisdiction, Governing Law, Final Provisions

12.1 German law applies; the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.

12.2 Exclusive place of jurisdiction is our registered office; we may also sue the purchaser at its general place of jurisdiction.

12.3 Should any provision be or become invalid, the validity of the remaining provisions is not affected. The invalid provision shall be replaced by a valid one closest to the economic intent; under no circumstances shall purchaser terms replace it.