

Conditions of delivery

Version 1.24, 20 June 2008

humimeter.com

Schaller GmbH

Max Schaller Straße 99, A – 8181 St.Ruprecht/Raab

1. Validity

Unless the opposite is expressly agreed, the valid General Terms and Conditions are those we communicated to the contracting partner. Actions that we take which are part of our contractual duties do not count as an approval to contract conditions deviating from our conditions.

2. Offer

Offers from the Seller are non-binding. Information given in the catalogues, brochures, and similar received information are only applicable if they are referred to in the order confirmation

3. Completion of a contract

The contract is considered completed when the Seller has received the order and sent a written order confirmation or a delivery.

4. Prices

The prices are given ex works, without installation, putting into operation, excluding VAT, including a standard battery.

5. Delivery

The observation of the agreed delivery date is subject to unforeseen conditions or conditions independent of the will of the party, such as cases of acts of nature

6. Payment

The delivered goods remain our property until complete payment has been made. In cases of late payment, we are entitled to invoice 14% interest on arrears

7. Delivery and transfer of risk

The place of delivery is the location of our company. Use and risk shall pass to the Buyer at the latest upon shipment ex works, irrespective of the pricing agreed for the delivery (e.g. post paid, cif, etc.).

8. Warranty

8.1 The warranty period shall be 6 months unless other warranty conditions are expressly agreed for individual items. This also applies to delivery items and subjects of agreement which are connected to a building or the ground.

8.2 Warranty claims are only valid if the Buyer informs of the defects in writing immediately. After being informed of defects covered by warranty, the Seller must choose to either replace the defective item or items, repair the item or items on site or have the item or items sent in for repair.

8.3 All costs involved in the rectification shall be paid for by the Buyer (e.g. for disassembly and installation, transport, travel and transit times). For warranty work on site at the Buyer's premises, the necessary assistance, lifting gear, frames and incidentals, etc. must be made available free of charge. Any replaced parts become the property of the Seller.

8.4 If a product is fabricated by the Seller based on design details, drawings, models or other Buyer's specifications, the Seller's liability shall only extend to the execution according to the conditions.

If used goods are sold or repair tasks are transferred or there are changes or alterations made, the Seller accepts no liability

8.5 The following defects shall also be excluded from warranty: defects resulting from instructions and assembly not effected by the Seller, insufficient adjustment, non-compliance with the installation requirements and terms of use, excessive utilisation of the parts

beyond the capacity indicated by the Seller, negligent or faulty handling and use of unsuitable operating materials; the same shall apply to defects caused by material provided by the Buyer. Neither shall the Seller be liable for damage attributable to acts of third parties, atmospheric discharges, excess voltages and chemical influences. The warranty shall not cover the replacement of parts that are subject to natural wear and tear.

8.6 The warranty shall immediately expire if the Buyer or a third party not expressly authorised by the Seller changes or repairs the supplied items without the Seller's prior written consent. Invoices in these cases are not accepted. Any work or deliveries carried out under warranty do not extend the original warranty.

9. Claims for damages

Claims for damages in the case of slight fault are excluded. This does not apply to personal injury. Gross negligence must be proven by the party sustaining damages. Claims for damages expire 3 years after delivery of the performance of services

10. Product liability

All demands for recourse which the contractual partner or a third party register with us under "Product liability" in the sense of the Product Liability Law are excluded, unless the party demanding recourse proves that the error was caused in our sphere and is due at least to gross negligence.

11. Liability

We accept no liability for incorrect measurements and any damages arising from these or regarding their adequacy for any purpose.

12. Export to USA, Canada

For sale or subselling to USA and Canada, the distributor accepts all liability for demands regarding claims for damages and for product liability. If there are demands from third parties, the distributor shall indemnify and hold the supplier harmless. The distributor also waives to the maximum legally permissible extent placing demands against the supplier, including demands for recourse. In these cases the distributor has to prove gross negligence

13. Legal system used

Austrian substantive law is applied. The use of the UN Convention on Contracts for the International Sale of Goods (CSIG) is excluded. The language of the contract is German

14. Place of jurisdiction

The court according to the location of our company is exclusively responsible to rule about any disputes arising from this contract.

15. Intellectual property rights

All offers and project documents shall not be reproduced or made available to third parties without the prior agreement of the Seller. These may be claimed back at any time and must be returned to the Seller if an order is made elsewhere. Design documents, e.g. plans, sketches and other technical documents as well as examples, catalogues, brochures, diagrams and such like, remain the intellectual property of the Seller and are subject to the relevant legal regulations concerning duplication, imitation, competition, etc

16. Maintenance

Checking the adjustment and their calibration intervals depends on the required accuracy for the application, the applied stress, the influence of temperature and moisture range, and in particular the chemical stress on relative humidity sensors.