

# GENERAL CONDITIONS FOR ONLINE ORDERS

# BALLUFF

## I. General

1. These general conditions shall apply to all sales of products and related service transactions ("the Goods") between Balluff DK and customers ("Buyer") on our website [www.balluff.com/balluff/MDK](http://www.balluff.com/balluff/MDK) (the "Webshop"). Unless otherwise stated in these general conditions for online orders, all sales of products and services shall be done in accordance with:

NL 92 General Conditions for the supply of machinery and other mechanical, electrical and electronic equipment. Issued in 1992 by the organizations for the engineering industries in Denmark, Finland, Norway and Sweden.

2. In the event of any inconsistency between these conditions and any other terms and conditions including (but not limited to) those in Buyers purchase order, these conditions shall prevail. Only with our written consent do we recognize any deviations from the general conditions stated herein. The application of any other terms & conditions of the Buyer whatsoever, either deviating or supplementing, shall not be binding for Balluff in any way.

3. The entire offering of Balluff is exclusively directed to business customers. Buyers shall be all natural or legal persons or partnerships having legal capacity who, with regard to purchasing activities, act in their capacity as commercial or self-employed persons or entities.

## II. Conclusion of contract

1. The presentation of products on the Webshop is not a legally binding offer from us, but only a non-binding invitation for you to order products. By pressing the "order" button you make a legally binding offer to buy the ordered Goods. Balluff will then automatically send an acknowledgement of receipt via e-mail to the you, in which the order is listed. The automatic acknowledgement of receipt merely documents that Balluff has received your purchase order and does not constitute any acceptance of the order. A binding agreement shall only be formed upon Balluffs sub-mission of the declaration of acceptance (order confirmation), which shall be sent by a separate e-mail.

2. The technical steps of concluding the contract are as follows: the Webshop can be accessed by using the product selector or by directly entering a search term specific Goods. The Buyer can then, without obligations, add the Goods to the basket by pressing the „add to basket“ button.

The contents of the basket can be viewed at any time by clicking the button „bas-ke“. Buyer can use the Recycle Bin icon to remove the selected items from the shopping cart.

The Goods in the basket can be purchased by clicking the button „Checkout“, which will prompt a new page to open. The purchase process can be completed either as a registered customer or without registration. To register, you must provide Buyers email address and click the button „continue with customer registration“ button.

Balluff then checks - possibly based on further information from you, if Buyer is not an existing customer with Balluff - Buyers authorization to use the Webshop, especially Buyers status as a legal business cfr. article I.1.

A password that is associated with Buyers email address (your login), is created during the registration process; future orders requires no further registration as it will be sufficient to enter the chosen email address and password.

In the next step you can change or confirm the billing address and shipping address. To this end, Balluff will display those addresses that you have entered during the registration process (for new customers) or that are stored in our ERP system (for existing customers). You also has the opportunity to verify all information and to correct them using the delete and change function.

If you want to complete the purchase process without registration, click the button „Without Registration“. In the next step you can fill out Buyers information. As in the process for registered users, you will have the possibility of changing this information using the delete and change function.

In the last step, you can select and adjust the mode of payment. The order is completed by clicking the „order“ button . Registered Buyers can access their order history by using the "my orders" button in the Webshop.

## III. Information and password

1. Buyer is required to provide truthful and complete information when using the Webshop. If the information changes, especially Buyers name, address and email address, Buyer are obliged to inform us of these changes immediately by changing the information in the Webshop. If Buyer fails to update the information or if Buyer provides false or incomplete data, Balluff are entitled - if a binding agreement has been concluded - to rescind the contract. It is Buyers responsibility that the indicated email address is valid and can be used to communicate with Buyers from the date of the order.

2. A password is required to place an order. Buyer must use every effort to keep the password safe and should not disclose it to any third parties. If Buyer loses the password or suspects that the password might be known by a third party, Buyer is obliged to notify Balluff. Balluff will then suspend the account immediately after the notification. Buyer is responsible for any orders placed with the password up to the date of notifying Balluff thereof.

## IV. Delivery

1. Unless specifically agreed upon in writing, the suggested timeframes for delivery is non-binding for us.

2. If a specific delivery date is agreed upon, delivery will be fulfilled when the Goods has left our factory.

3. In accordance with NL 92 article 12, delay of delivery is excused if the delay is caused by i) force major or ii) an act or omission by the Buyer.

4. If the delay of delivery is caused by an act or omission on your part, and we have notified you that the product is ready, then we preserve the right to add the costs of storage to the invoice amount. The costs of storage will be a minimum of 0,5 % of the invoice amount per week, and a maximum of 10 % of the invoice amount per week.

5. We reserve the right to ship the Goods as partial deliveries.

6. Unless expressly agreed otherwise, the risk of accidental loss and accidental deterioration of the Goods shall pass to Buyer with the delivery of the goods ex works. If delivery is delayed by acts or omission by Buyer, the risk shall pass from such time that Buyer is notified that The Goods is ready for delivery.

## V. Force majeure

In accordance with NL 92, article 37, force majeure or similar circumstances is considered grounds of relief. Either party is entitled to terminate the contract if the performance of the contract is delayed more than six month due to force majeure.

## VI. Retention of title

1. Ownership of goods shall not be transferred to a Buyer until we have received in full (in cash or cleared funds) all sums due to it in respect of the goods supplied by it to the purchaser and all other sums which are or which become due to us from a purchaser on any account.

2. If the goods in which we have retained title shall be inseparably assembled or mixed with goods that are third party property, then we shall acquire co-title in the new goods or the mixed stock. The proportion of title shall follow from the proportion of the invoice value of the Goods delivered by us under retention of title and the in-invoice value of the other Goods.

3. Retailers are authorized to resell the Goods in the ordinary course of business, although we reserve the right to cancel any reselling of the Goods if payments for the Goods are not met.

4. Pledging or other security transfers of the Goods are not allowed.

## VII. Delivery terms

1. Unless specifically agreed upon, delivery will be ex works (INCOTERMS 2010) in the city specified in the agreement. If no city has been specified in the agreement, delivery will be ex works Neuhausen.

2. Any international transport clauses agreed upon must be interpreted in accordance with Incoterms 2010.

3. Any transport insurance must be specifically agreed upon and will be at Buyers expense.

4. Unless otherwise agreed, Balluff reserve the right to delivery in more than one shipment at our discretion.

## VIII. Defects

1. Unless specifically agreed upon, the use and usefulness of the Goods is definitively regulated in the datasheet and/or operating instructions as included with the product.

2. You hereby agree that the cheapest variant is chosen when a claim for subsequent performance is requested, provided that this is no inconvenience for you.

3. You must notify us in writing of a defect without delay after the defect has become apparent, and in no case later than one week after receiving the Goods. If you fail to notify us of a defect in writing within the time limits set forth in this clause, you will forfeit your right to make any claim in respect to the defect.

4. On Goods that are non-wearing (inductive sensors, industrial RFID systems, magnetic sensors, capacitive sensors and magneto-inductive road sensors), we offer a warranty that expires 24 months after the earliest of i) delivery date or ii) the date when the risk for the Goods transferred to Buyer. On Goods that are subject to wear (optoelectronic sensors, Micro Pulse displacement transducers, mechanical sensors, remote sensors (Inductive Coupler), bus systems, magnetic tape linear encoders and accessories) we offer a warranty, that expires 12 months after the earliest of i) delivery date or ii) the date when the risk for the Goods transferred to Buyer

5. If a certain number of activations or switching cycles is agreed upon for a product, such an agreement will expire at the earliest of the following events: i) the liability date in article VII.4 has been reached or ii) the agreed upon number of activations or switching cycles has been reached.

## IX. Intellectual property rights

1. All intellectual property rights in any product or service provided by us will remain with us as our sole property. In the event that any intellectual property rights arise in connection with the contractual obligations, we preserve the rights to these intellectual property rights, unless you crucially helped achieve the rights. In such cases, where we jointly achieved an intellectual property right, you hereby agreed that we, at the least have an unlimited and free of charge user right.

2. Unless specifically agreed upon, we are only required to perform our services in the country where the manufacturing and supply base is situated, free of any intellectual property rights from third parties. If a third party makes legitimate claims against you, based on our contractual services, we are only liable towards you within the timeframe stated in article VIII.4. In the event of such a claim we preserve the rights to the following:

We will, at our discretion and at our own expense either obtain a right of use to the rights in question, change the service so the protected service is not infringed or place them.

3. The above mentioned obligations only exist if you immediately notify us in writing of the claims put forth by the third party. All preventive measures and settlement negotiations are reserved to us.

4. Your demands against us are excluded to the extent that you are solely responsible for the violation.

5. Your claims are also excluded if the infringement is caused by an unforeseeable application of the Goods or if the Goods, following delivery, has been changed by you and such change is the cause of the claim.

6. Your demands against us are excluded to the extent that the violation is caused by an act or omission on your part.

## X. Liability

1. Our liability for defects and damage to property caused by the product is in accordance with the rules in NL 92.

2. In accordance with NL 92, article 33, our liability is limited to defects which appear under the conditions of operation provided for in the contract and under proper use of the product. Our liability does not cover defect caused by occurrences after the risk for the product has passed to you.

3. Notwithstanding the foregoing our liability for defects in the Goods cannot, under any circumstances exceed 2 years from the date set forth in VIII.4.

4. Our liability for defects which appear under the conditions of operation provided for in the contract is limited to the purchase price of the Goods.

## XI. Pricing

1. All prices are net prices. They apply ex works. Costs associated with packaging, transport and insurance are calculated extra, unless otherwise specifically agreed in writing.

2. We offer the following payment options:

**Payment in advance:** You are obliged to transfer the invoice amount within 10 days after conclusion of the contract. The Goods will not be delivered before we have received payment in full. The account number is stated in the order confirmation.

**Invoice:** Unless specifically agreed upon, payment must be made within 30 days of the invoice date, although not before receipt of the Goods

**By credit card:** Payment is due immediately with the order. When paying by credit card you will be charged at the time of delivery. We use the transfer procedure „SSL“ to encrypt your personal data.

## XII. Payment terms

1. Offsetting a claim you have on us with our claim is only accepted when your claim is recognized, undisputed or legally established by us. The same applies to possessory liens. Furthermore you may only exercise liens to the extent that your counter-claim is based on the same contractual obligation.

2. If your financial circumstances changes after entering into this agreement and such changes, by our estimates, constitutes a risk of anticipated breach of your payment obligations, we reserve the right to demand reasonable security for the Goods and / or cancel any admitted payment deadlines, including deadlines given for other claims. We preserve the right to terminate the contract in the event that you do not meet our required securities within reasonable time.

3. Waiving of claims under this contract is only allowed with prior written consent from our side.

### XIII. Foreign Trade

1. Buyer shall observe all national and international foreign trade provisions applicable to the products or, if applicable, the resale of the Goods by Buyer. The foregoing shall in particular apply to the import- and export control regulations valid in Germany, the European Union and the USA.
2. Prior to any resale of the Goods Buyer shall inform itself about the resulting foreign trade consequences for Balluff. If such foreign trade consequences for Balluff may not be excluded, Buyer shall immediately inform Balluff about the contemplated resale and the possible relating consequences.

### XIV. Data Protection

Balluff collects customer data within the scope of contract implementation. In doing so Balluff adheres notably to the rules of the Danish Data Protection Act. You can find additional information in our Privacy Policy.

### XV. Place of performance

Place of performance for all obligations under the contract, unless otherwise agreed (cfr. VII.1), is Aarhus, Denmark.

### XVI. Jurisdiction and applicable law

1. Unless specifically agreed upon, any dispute arising out of or in connection with these general conditions that cannot be settled amicably shall be settled by the Danish courts.
2. This agreement is governed by and construed in accordance with Danish law and any disagreement about matters covered by these terms shall be dealt with in accordance with the general rules of Danish law, excluding the Convention on Contracts for the International Sale of Goods (CISG).

**Additional conditions for software:** In the event that we, as a part of our service or in connection with our service, provide software, the following additional conditions apply:

### XVII. Right of use

1. We grant you a non-exclusive right of use to the software. The extent of proper use is stated in the datasheet and/or operating instructions associated with the software. Unless specifically agreed upon, the right of use is permanent.
2. You may only use the software with the hardware mentioned in the datasheet and/or operating instructions, and if such is not mentioned, only with the product supplied with the software. Any other use of the software requires our prior written consent; in the case you breach this obligation, we are entitled to demand an additional payment.
3. If multiple devices are listed in the datasheet or operating instructions, you may only use the software on one of these devices simultaneously (single license), unless a multi-user license is specifically agreed upon. If the product is accessible from more than one workspace at a time, the single license cuts off use from more than one workspace at a time.
4. The software is supplied exclusively in machine-readable form.
5. You may only make one copy of the software, solely for backup purposes. Additional copies of the software may only be created if a multi-user license is agreed upon. All software data must be transferred unchanged when making a backup copy.
6. In addition to the exceptions mentioned in the Act on Copyright in Literary and Artistic Works, you are not entitled to modify, reverse-engineer, translate or re-move parts of the software.
7. We give you a revocable right to transfer the right of use to a third party. Any transfer to a third party must, however, be made with the product you acquired in connection with the software. In the event that the right of use are transferred to a third party, it is your responsibility that the third party is not given a more extensive right of use, than the right of use you were given. The third party must as a minimum be subject to the same obligations related to the software that applies under these conditions. If the right of use is transferred you may not keep any copies of the software.

8. You are not authorized to grant sublicenses.

9. By transferring the right of use to a third party, you are responsible for meeting any performance requirement, and hereby freeing us from any obligations.

10. In the case we transfer software to which we only have a derived right of use, the conditions between us and our licensor shall apply prior to this section. In the case we transfer Open Source software, the conditions for the Open Source software shall apply prior to this section. The datasheet and/or operating instructions will refer to the existence and terms of use of any foreign software and Open Source software.

11. For use of the software on multiple devices or simultaneously on multiple work-stations, a multi-user license is required. The same applies for use through any internal network. In addition to the conditions stated in XVII.1-10, the following applies to multi-user licenses:

- a) The prerequisite for a multi-user license is an explicit written confirmation from us of the number of copies that you may make of the software, and the number of devices and/or work-places where the software may be used. In regards to XVII.7, a multi-user license is only valid if all the licenses given are transferred together with any devices on which the software has been used.
- b) You must pay close attention to the instructions in regards to copying given with the multi-user license. You must record the location of all copies and submit them to us on demand.

### XVIII. Transfer of risk

The risk of accidental loss and accidental deterioration of the software is transferred to you when the software is digitally transmitted from us to you.

### XIX. Software liability

1. You must take all necessary and reasonable measures to prevent and limit damages done by the software. This includes, but is not limited to, making backups of programs and data regularly.
2. If this obligation is not observed, we can not be held liable for the resulting consequences, including replacement of lost or damaged data.

### XX. Software defects

1. Unless otherwise stated in Danish law, our liability is limited to software defect which appear within a period of one year from the date of transfer of risk.
2. Software defects are limited to documented deviations from the specifications listed in the datasheet and operating instructions. Any software defect claims must be based on the latest transferred version of the software.
3. Software defects do not include:
  - damages resulting from improper or careless treatment of the software,
  - damages resulting from external influences which are not provided under the contract
  - damages resulting from changes made to the software by you or a third party
  - damages resulting from changes made to make the software compatible with your IT environment.
4. All claims based on software defects will be fulfilled by delivery of an updated version, granted that such can be obtained with reasonable resources.

### XXI. Intellectual property rights - Software

If a third party makes legitimate claims against you, based on our contractual services, we are only liable towards you in accordance with article IX, and within the timeframe stated in article

### XXII. Privacy

All data is protected by Danish privacy laws.

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