

Additional Conditions to our Sales Conditions

GDG Gerätebau GmbH

Obligation of the buyer

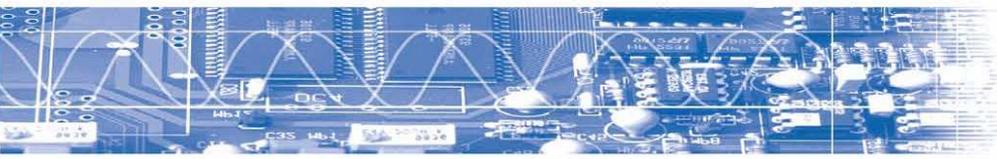
1. The buyer has to provide all necessary information prior to the preparation of the quotation which cover all requirements in full.
2. The buyer creates all conditions required to enable a proper execution of the project. Especially the buyer has to ensure that all necessary drawings and samples will be available for the supplier in time.
3. The buyer is liable for any delays or faults in the order execution if these arise as a result of wrong specifications, false or incomplete details.

Training

1. The training during the pre-acceptance in our plant is free of charge. The cost of travel and accommodation for the training in the manufacturing plant are borne by the buyer. A repeated training has to be arranged if necessary.

Warranty conditions

1. Warranty includes working hours and material without charge excluding wear out parts. The cost for personnel (travel time and travel costs) will be charged after effort. In case of warranty repair the test equipment must be sent to GDG. Any cost for transport and customs clearance are excluded and will be charged separately. Defects can only be claimed provided that the operation of the equipment was carried out by trained staff.
2. GDG is not responsible for any damage to the delivered goods which were caused by careless or improper treatment of the customer. The warranty is void if the buyer opens the test equipment. The proper operation which is described in the documentation of the equipment has to be strictly met.
3. Software warranty
All programs are carefully created and checked. Our warranty obligation is limited solely to the fault clearance within a reasonable time. An instruction to avoid the effects of a defect of software is regarded as sufficient repair. Precondition for the fault clearance is that the fault effects are reproducible, sufficiently described by the customer and the fault was immediately reported.



Software Rights

1. All programs will remain our property. Programs, documentations and subsequent additions may not be made accessible to third parties without our previous approval in writing and – also for own purposes subject to a backup copy – neither copied nor duplicated in any other way.
2. For programs and related documentations and subsequent additions there will be allowed a non-exclusive and non-transferable right to use the internal operation of the goods for which the programs were delivered.
For programs and documentations which are made on behalf of the buyer and which represent our delivery, a requested number of licenses will be granted to the buyer for the customer to the extent of non-exclusive and non-transferable right to use.
3. Source code will not be made available.

Technical changes

1. GDG reserves the right to implement technical improvements if they do not affect to the performance pledge.