
GENERAL TERMS AND CONDITIONS OF SALE

§ 1 Scope:

1. These Terms and Conditions of Sale shall apply exclusively to entrepreneurs, legal entities under public law, and special funds under public law within the meaning of Section 310 (1) of the German Civil Code (BGB). Any terms and conditions of the Customer that conflict with or deviate from these Terms and Conditions of Sale shall only apply if LockTec has expressly agreed to their validity in writing.
2. These General Terms and Conditions of Sale shall apply to all current and future contracts concluded between LockTec and the Customer, provided that such contracts relate to transactions of a similar nature.
3. Any individual agreements made with the Customer in a specific case, including side agreements, amendments, and modifications, shall always take precedence over these Terms and Conditions of Sale. Subject to proof to the contrary, the content of such agreements shall be determined by a written contract or LockTec's written confirmation.
4. LockTec reserves the right to make changes and improvements to its products, provided that such changes and improvements are reasonable for the Customer, taking into account the legitimate interests of both parties.
5. The Customer may transfer its rights arising from the contract only with the prior consent of LockTec.
6. The Customer shall inform LockTec of all legal, regulatory, administrative, and other requirements, conditions, and standards applicable at the installation site of the contractual subject matter, particularly those concerning delivery, installation, operation, health and safety requirements, accident prevention regulations, foreign exchange regulations affecting exports or imports, and any other governmental requirements that may delay or prevent delivery. The Customer shall be liable for any consequences resulting from the absence of necessary permits, approvals, or authorizations.

§ 2 Offer and Contract Sign Off:

1. If an order is to be regarded as an offer within the meaning of Section 145 of the German Civil Code (BGB), LockTec may accept such offer within two weeks.

§ 3 Pricing and Payment Conditions:

1. The price applicable on the date of delivery or performance shall be decisive for price calculation, plus the applicable statutory value-added tax, unless otherwise agreed. Prices are ex works and exclude packaging, transportation costs, transportation insurance, installation, customs duties, and freight charges. The validity period of an offer is specified in the respective offer. Unless otherwise agreed, LockTec shall be bound by the stated prices and information for a maximum period of six months. Where delivery free of freight has been agreed, such delivery shall be deemed free of freight to the Customer's receiving station, excluding local cartage charges. Any additional costs and risks resulting from a special method of shipment requested by the Customer (e.g., express delivery, priority freight, or air freight) shall be borne by the Customer. The same shall apply to costs arising from requested partial deliveries. Shipments made using LockTec's own vehicles shall be subject to a proportionate freight charge.
2. Taxes, contract fees, stamp duties, export, import and transit charges, customs duties, customs handling fees, governmental fees, and similar charges shall be borne by the Customer.
3. The prices stated in the Order Confirmation shall be binding where delivery takes place within four months after conclusion of the contract. For deliveries scheduled beyond this period, LockTec shall be entitled to adjust the prices if circumstances change after conclusion of the contract, including, but not limited to, increases in raw material costs, wages, ancillary labor costs, and/or transportation costs. Any such price adjustment shall be limited to the extent necessary to compensate for the respective increase in prices and costs.
4. The Customer shall not be entitled to withhold payments based on counterclaims arising from a different contractual relationship. If a counterclaim arises from the same contractual relationship, payment may only be withheld where such counterclaim is undisputed or has been finally adjudicated by a court of competent jurisdiction.
5. In the event of default in payment of any claim, LockTec shall be entitled to suspend deliveries and other services under all contracts with the Customer until all amounts owed to LockTec have been paid in full. If a payment deadline set by LockTec expires without payment, LockTec shall be entitled to withdraw from all contracts not yet performed. The right to claim additional damages resulting from the delay shall remain unaffected.
6. Amounts outstanding and in default shall bear interest at a rate of nine (9) percentage points above the applicable base interest rate of the Deutsche Bundesbank, without prejudice to any further claims for damages.
7. Incoming payments that are not allocated to a specific invoice number shall generally be applied to the oldest outstanding debt first.

8. Invoices Unless otherwise agreed, invoice amounts shall be payable in EURO within thirty (30) days from the invoice date without deduction. For timely payment, the decisive factor shall be the unrestricted availability of the funds to LockTec. Failure to comply with the payment deadline, as well as incomplete payment, shall place the Customer in default without the need for a reminder notice.

9. Invoice Requirements, Invoice Review, and Subsequent Amendments

The Customer shall provide all information required for proper invoicing, including but not limited to billing addresses, invoice recipients, contact persons, purchase order numbers, order numbers, cost centers, routing IDs (Leitweg-IDs), e-invoicing addresses, and any other internal reference or allocation information, fully and accurately no later than upon placement of the order. Any changes to such information shall be communicated to LockTec without undue delay.

Invoices shall be reviewed promptly upon receipt. Any objections regarding invoice amounts, scope of services, allocations, or other apparent discrepancies should be communicated to LockTec in text form, where possible, within ten (10) business days after receipt of the invoice.

An objection to individual invoice items shall not entitle the Customer to withhold payment of undisputed amounts. Undisputed amounts shall remain due within the agreed payment period.

If, after proper issuance of an invoice, amendments, corrections, or reissuance become necessary at the request of the Customer or due to circumstances within the Customer's sphere of responsibility, including but not limited to subsequently provided or amended purchase order numbers, contact details, cost centers, routing IDs, billing addresses, invoice recipients, or other customer-specific reference information, the original invoice date and the originally agreed payment deadline shall remain unchanged.

LockTec shall be entitled to charge a processing fee in accordance with the applicable offer, Order Confirmation, or other individual agreement for the additional administrative effort required, including any necessary cancellation, accounting correction, reissuance, and renewed electronic transmission of the invoice.

The Customer shall remain entitled to prove that no expense, or a substantially lower expense, was incurred.

No processing fee shall be charged where the invoice amendment is required due to an error attributable to LockTec or where the original invoice does not comply with applicable legal requirements.

§ 4 Intellectual Property and Commercial Property Rights:

1. LockTec retains ownership and copyright to all documents associated with a quotation, including but not limited to technical drawings, illustrations, brochures, and similar materials, whether in physical or electronic form, that have been created or developed by LockTec. Such documents may not be disclosed or made available to third parties unless LockTec has expressly granted its prior written consent.

Upon termination, cancellation, or withdrawal of an order, all rights of use relating to documents, records, data, and information provided by LockTec shall automatically expire. At the request of LockTec, all such documents, records, data, and information shall be returned to LockTec in full and without undue delay or, at LockTec's discretion, permanently destroyed.

Software source code and design data are generally not part of any quotation and shall not be supplied. Rights to use software are governed exclusively by a separate Software License and Use Agreement.

§ 5 Transfer of Risk – Liability – Claims for Damages:

1. Shipment shall always be made at the Customer's risk and, unless otherwise agreed, at the Customer's expense.
Upon delivery of the goods to the carrier, but no later than upon departure from LockTec's premises, the risk of accidental loss or accidental deterioration of the goods shall pass to the Customer in all cases.
Where transportation is carried out by LockTec's vehicles and personnel, all risk shall pass to the Customer upon completion of the loading process.
In the event of a delivery delay for which LockTec is not responsible, all risk shall pass to the Customer on the date the notice of readiness for shipment is received.
2. Any warranty rights of the Customer shall require that the Customer has properly fulfilled its inspection and notification obligations pursuant to Section 377 of the German Commercial Code (HGB).
3. The Customer shall inspect the goods immediately upon delivery for any obvious defects relevant to their intended use and shall notify LockTec in writing of any obvious and/or detected defects without undue delay and no later than eight (8) days after delivery. The date of delivery or completion of installation by LockTec shall be deemed the acceptance date.
4. Warranty Claims relating to non-obvious defects shall become time-barred twelve (12) months after delivery of the goods supplied by LockTec to the Customer.
Any return of goods shall require the prior consent of LockTec.

5. Should a defect exist in the delivered goods that was already present at the time of the transfer of risk despite all due care exercised by LockTec, LockTec shall, at its option and subject to timely notification of the defect, either repair the goods or provide a replacement. LockTec shall always be given a reasonable opportunity to cure the defect. Failure to provide such opportunity shall release LockTec from any defect liability.
6. If cure fails, the Customer may, without prejudice to any claims for damages, withdraw from the contract or reduce the agreed compensation.
7. LockTec shall not provide any warranty for damage or defects resulting in particular from any of the following causes:
 - unsuitable or improper use;
 - incorrect installation or commissioning by the Customer or third parties engaged by the Customer;
 - normal wear and tear;
 - the use of non-original LockTec spare parts or consumables;
 - incorrect or negligent handling;
 - unsuitable operating materials or cleaning agents;
 - defective construction work or unsuitable foundation conditions; or
 - chemical, electrochemical or electrical influences for which LockTec is not responsible.
8. No defect claims shall exist in the event of only minor deviations from the agreed specifications, including minor deviations in dimensions, weight, thickness, color, anodizing, or design, in the event of only insignificant impairment of usability, normal wear and tear, or damage occurring after the transfer of risk as a result of improper or negligent handling, excessive use, unsuitable operating materials, defective construction work, unsuitable foundation conditions, or special external influences not contemplated under the contract. If the Customer or a third party performs improper repair work or modifications, no defect claims shall exist in respect of such work, modifications, or the resulting consequences. LockTec shall not be required to reimburse costs incurred through work performed by third parties.
9. Claims by the Customer for expenses incurred for the purpose of cure, in particular transportation, travel, labor, and material costs, shall be excluded to the extent that such expenses increase because the goods supplied by LockTec have subsequently been moved to a location other than the Customer's principal place of business, unless such relocation corresponds to the intended use of the goods.
10. The The Customer may not refuse acceptance of the delivery due to existing defects.

11. Warranty Processing

Unless otherwise required by law or expressly agreed by contract, the warranty period for goods and systems supplied by LockTec shall be twelve (12) months from the delivery date or from the date determined pursuant to Section 7 of these Terms and Conditions.

The warranty applies exclusively to material defects, design defects, and manufacturing defects.

The handling of warranty claims shall generally be carried out through a Shipment Exchange Procedure.

Defective components shall be returned to LockTec after prior coordination with LockTec. Following inspection and confirmation of a valid warranty claim, LockTec shall, at its sole discretion, either provide a replacement part or perform a repair.

The replacement of components shall generally be carried out by the Customer or by qualified personnel engaged by the Customer.

The Customer shall bear the costs and risks of shipment to and from LockTec as well as all costs associated with removal, installation, commissioning, travel, travel time, waiting time, and any other on-site services, unless mandatory statutory provisions provide otherwise.

The place of cure for all warranty claims shall be the registered office of LockTec GmbH.

For components, assemblies, or systems manufactured by third-party suppliers whose inspection, repair, or approval may only be carried out by the respective manufacturer or an entity authorized by that manufacturer due to legal, regulatory, safety-related, or manufacturer-specific requirements, the warranty assessment shall be performed exclusively by the respective manufacturer or its authorized representative.

In such cases, LockTec shall neither be obligated nor authorized to carry out its own technical evaluations, interventions, repairs, or approvals.

The determination of whether a warranty claim exists shall be made solely by the respective manufacturer or authorized inspection entity.

LockTec shall support the Customer in the processing of such warranty claims to a reasonable extent.

Warranty services shall be subject to the following conditions:

- the system has been operated in accordance with the operating, maintenance, and installation instructions;
- only original LockTec spare parts, original LockTec consumables, or components expressly approved by LockTec have been used; and
- repairs, modifications, or interventions have been performed exclusively by LockTec or by service personnel authorized by LockTec.

Warranty coverage shall in particular be excluded for damage or defects resulting from:

- improper use or operation;
- incorrect installation or commissioning;
- failure to perform required maintenance or servicing;
- normal wear and tear;
- vandalism or intentional damage;
- fire, water, environmental influences, or other external effects;
- power disturbances, overvoltage conditions, or short circuits;
- chemical, electrochemical, or electrical influences;
- unsuitable operating or cleaning materials;
- customer-side modifications to hardware, software, network infrastructure, or communication systems;
- interventions by unauthorized persons;
- defective construction work or unsuitable foundation conditions; or
- force majeure.

Consumable items and operational wear parts are excluded from warranty coverage.

Warranty coverage shall further terminate if serial numbers or other identification markings are altered, removed, or damaged.

§ 6 Other liability:

1. Unless otherwise provided in these General Terms and Conditions, including the provisions set forth below, LockTec shall be liable for breaches of contractual and non-contractual obligations in accordance with the applicable statutory provisions.

2. We Irrespective of the legal basis, LockTec shall be liable for damages in cases of intent and gross negligence within the scope of fault-based liability.

In cases of ordinary negligence, subject to statutory limitations of liability (for example, duties of care in one's own affairs or insignificant breaches of duty), LockTec shall be liable only:

a) for damages resulting from injury to life, body, or health; and

b) for damages resulting from the breach of a material contractual obligation, meaning an obligation whose fulfillment is essential for the proper performance of the contract and upon whose fulfillment the contractual partner regularly relies and is entitled to rely.

In such cases, however, LockTec's liability shall be limited to compensation for the foreseeable damage typically arising from such breach.

3. The limitations of liability set forth in Section 6.2 shall also apply in the event of breaches of duty by, or for the benefit of, persons whose fault LockTec is responsible for under applicable statutory provisions.

Such limitations shall not apply where:

- LockTec has fraudulently concealed a defect;
- LockTec has provided a guarantee regarding the quality or condition of the goods; or
- claims are asserted under the German Product Liability Act (Produkthaftungsgesetz).

§ 7 Delivery times and delivery periods:

1. Unless expressly stated otherwise in the Order Confirmation, any delivery dates specified by LockTec shall be non-binding estimates. LockTec shall endeavor to meet such dates; however, no guarantee is given regarding compliance with such delivery dates.
2. The delivery period shall commence upon completion of all commercial and technical clarifications, receipt of the signed Order Confirmation, receipt of the signed Approval Drawing, receipt of all required customer-provided documentation, and receipt of the agreed down payment.
3. If the Customer is in default of acceptance or culpably breaches any other obligation to cooperate, LockTec shall be entitled to claim compensation for the resulting damage, including any additional expenses incurred.
Any further claims shall remain unaffected.
Where the foregoing conditions are met, the risk of accidental loss or accidental deterioration of the purchased goods shall pass to the Customer at the time the Customer enters into default of acceptance or debtor's default.
4. Without prejudice to LockTec's rights resulting from any delay, the agreed delivery period shall be extended by at least the period required by the Customer to fulfill its obligations under the contract.
Thereafter, any delivery period shall be subject to the capacities available at LockTec.
5. If LockTec fails to meet a fixed delivery date that has been expressly confirmed in writing, the Customer shall be entitled to grant LockTec a reasonable extension period in writing.
If LockTec fails to comply with the fixed delivery date even within the extension period, the Customer shall be entitled to exercise its statutory rights and may withdraw from the contract.
Upon request by LockTec, the Customer shall declare within a reasonable period whether it continues to require performance of the contract despite the delay or rejects performance due to the delay.

6. Any delay in delivery caused by circumstances or events beyond LockTec's control, including but not limited to traffic disruptions, operational disturbances, shortages of raw materials or energy, strikes, lockouts, or force majeure, shall release LockTec from its delivery obligations for the duration of the disruption and for a reasonable restart period.

This shall also apply where such events occur at LockTec's suppliers or subcontractors, provided that such events demonstrably affect the completion or delivery of the goods.

If performance becomes impossible for LockTec due to such circumstances, LockTec shall be entitled to withdraw from the contract in whole or in part.

Typical holiday weeks and company shutdown periods shall not be regarded as working weeks.

7. If installation, delivery, or acceptance is delayed for reasons arising within the Customer's sphere of responsibility, including delays caused by contractors, subcontractors, suppliers, or other trades engaged by the Customer, LockTec shall be entitled to place completed products into storage at the Customer's expense from the agreed date of delivery readiness, readiness for shipment, or readiness for installation.

The amount and invoicing of storage and standby charges shall be governed by the respective quotation, Order Confirmation, or any other individual agreement.

The assertion of any further rights shall remain unaffected.

The agreed payment terms and the resulting payment obligations shall remain unaffected.

Any disadvantages, costs, or risks arising from shortened manufacturer warranties, supplier warranty periods, or reduced availability of third-party components resulting from a delay requested by the Customer or caused by circumstances within the Customer's sphere of responsibility affecting delivery, installation, acceptance, or commissioning shall not be borne by LockTec.

8. Any additional costs incurred as a result of the Customer postponing, canceling, or interrupting agreed delivery, installation, or execution dates may be charged to the Customer in accordance with the applicable quotation, Order Confirmation, or any other individual agreement.

9. If delivery, installation, or commissioning is delayed for reasons arising within the Customer's sphere of responsibility, the warranty period shall commence, regardless of the actual delivery, installation, or commissioning date, no later than the date on which LockTec has notified the Customer that the system is ready for delivery (Readiness for Delivery).

10. If the Customer refuses to accept delivery even after the expiration of a reasonable grace period, LockTec shall, without prejudice to any other rights or claims, be entitled to demand liquidated damages for non-performance in an amount equal to one hundred percent (100%) of the hardware purchase price.

The Customer shall remain entitled to prove that LockTec suffered no damage or only a substantially lower amount of damage.

LockTec's right to claim proven higher damages shall remain unaffected.

§ 8 Retention of Title:

1. We LockTec retains title to all goods supplied by LockTec, as well as to any items resulting from their processing or transformation, until all present and future claims arising from the business relationship with the Customer, including contingent and time-limited claims, have been satisfied in full, regardless of the legal basis thereof.

The secured claims shall include, in particular, the purchase price claim.

The secured purchase price claim shall also include all expenses incurred in connection with the conclusion and performance of the purchase agreement, the preservation of the goods, and the assertion of LockTec's rights under the retention of title.

Such expenses shall include, in particular:

- costs of acceptance;
- shipping and transportation costs;
- packaging costs;
- interest on due and overdue amounts;
- storage and insurance costs; and
- costs incurred in the judicial or extrajudicial enforcement of LockTec's rights.

Where the transaction is a commercial transaction with an entrepreneur, LockTec shall be entitled, in the event of the Customer's default in payment, to assert its rights arising from the retention of title without withdrawing from the contract.

2. Until title has passed to the Customer, the Customer shall be obligated to handle the goods with due care and to store them safely.

Until title has passed, the Customer shall immediately notify LockTec in writing if the delivered goods are seized, attached, or otherwise subjected to claims or interference by third parties.

To the extent that a third party is unable to reimburse LockTec for the judicial and extrajudicial costs of legal proceedings pursuant to Section 771 of the German Code of Civil Procedure (ZPO), the Customer shall be liable for any resulting loss suffered by LockTec.

3. If the Customer fails to perform its contractual obligations toward LockTec, LockTec shall be entitled to demand surrender of the goods subject to retention of title. In such case, the Customer shall have no right of possession with respect to those goods.
If the goods are repossessed, all resulting costs, including the costs of renewed delivery, shall be borne by the Customer.
In such event, the Customer shall compensate LockTec for any reduction in value, irrespective of fault.
The right to assert further claims for damages shall remain unaffected.
LockTec shall be entitled at any time to verify the existence and condition of goods subject to retention of title and may, for this purpose, authorize a representative to enter the relevant storage facilities of the Customer.
With respect to goods resold under an extended retention of title arrangement, LockTec shall be granted access to the relevant books and records.
The resale of goods subject to retention of title shall not be permitted without LockTec's prior written consent.
4. If goods subject to retention of title are sold by the Customer together with its own goods or goods belonging to third parties, including software, in an unprocessed state, the Customer hereby assigns to LockTec the claims arising from such resale in an amount corresponding to the value of the retained goods.
If the portion of the purchase price attributable to LockTec's retained goods exceeds the value of such retained goods, LockTec shall also be entitled to the excess amount.
5. If goods subject to retention of title are processed or transformed, LockTec shall be deemed the manufacturer and shall acquire ownership of the newly created item without any rights arising in favor of the Customer as a result of such transfer of ownership.
If processing or transformation is carried out together with other materials, LockTec shall acquire co-ownership of the newly created item in proportion to the gross invoice value of the retained goods relative to the gross invoice value of the other materials used.
6. If contracts concluded by the Customer in connection with the resale of retained goods are invalid or void, the Customer hereby assigns to LockTec any statutory claims to which the Customer is entitled in lieu of the assigned contractual claims, including, in particular, claims for unjust enrichment, to the same extent.
7. Where registration or fulfillment of any other formal requirements is necessary for the effectiveness of the retention of title, the Customer shall, at its own expense, promptly take all actions and submit all notifications required for such purpose.
8. LockTec undertakes to release goods subject to retention of title, as well as any substitute goods or assigned claims replacing such goods, to the extent that their value exceeds the amount of the secured claims by more than twenty percent (20%).

9. The Customer shall bear the costs of returning goods subject to retention of title, for example in the event of termination or dissolution of a contract involving revenue sharing arrangements.
10. Where the Customer's obligations are settled through participation in a direct debit procedure, all rights arising from the retention of title provisions set forth above shall remain in effect until revocation of the direct debits is no longer possible, unless such rights continue to apply under the foregoing provisions in any event.

§ 9 Miscellaneous:

1. The place of performance for all warranty claims shall be the registered office of LockTec GmbH in D-96369 Hummendorf, Germany.
The exclusive place of jurisdiction for all disputes arising out of or in connection with this Agreement shall be Coburg, Bavaria, Germany, to the extent permitted by applicable law and unless otherwise specified in the Order Confirmation.
This shall not apply where the Customer is an enterprise that is not registered in the commercial register.
2. Should any provision of these General Terms and Conditions become wholly or partially invalid, unenforceable, or incapable of performance, the validity and enforceability of the remaining provisions shall remain unaffected.
3. This Agreement and the entire legal relationship between the parties shall be governed exclusively by the laws of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).