



e-obs GmbH
Oberhachinger Str. 38
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Web: www.e-obs.de

General Terms and Conditions e-obs GmbH

1. General

- 1.1. These General Terms and Conditions (GTC) apply to any delivery or service of e-obs GmbH (e-obs). Contrary conditions of the customer are not binding for e-obs unless they have been accepted by e-obs in writing (e. g. in the context of a tender process).
- 1.2. Secondary agreements as well as any changes and amendments to these GTC and to existing contracts are valid only if explicitly agreed with e-obs in writing.

2. Offers, Documentation

- 2.1. Offers of e-obs are always made without obligation and are valid for a maximum period of 120 days unless other-wise agreed in writing and explicitly indicated on the offer.
- 2.2. Any data / particulars (including prices) indicated in price lists, catalogues and other documentation are without guarantee or obligation. Changes and amendments, e.g. to technical specifications or product design, are reserved. These may have an impact on delivery lead times and prices.

3. Prices and Terms of Delivery

All prices are indicated in EUR, excluding value added tax (VAT) and including standard cardboard packaging for shipment. Our shipments are made in line with Incoterm® DAP “delivered at place” according to the Incoterms® 2020 issued by the International Chamber of Commerce (ICC) unless otherwise agreed in writing. Product prices do not include any delivery charges. These are always indicated separately.

4. Delivery Lead Times, Partial Delivery, Force Majeure

- 4.1. The delivery lead time begins with the date of our written order acknowledgement. The acknowledgment indicates an estimated date of delivery which shall count as accepted by the customer unless he / she disagrees immediately in writing.
- 4.2. Every delivery lead time shall be suitably extended if required information or documents are not received by e-obs in due time, if these are subsequently amended by the customer with the consent of e-obs or if an agreed down payment is received late.
- 4.3. If a delay in delivery is caused by circumstances outside e-obs’ responsibility and sphere of influence the customer is not entitled to withdraw from the contract, waive delivery or claim compensation.
- 4.4. In the event of Force Majeure or other exceptional events for which e-obs is not responsible (e.g.: war, civil unrest, strike, natural disasters, but also legal changes like a need for import or export licenses) which make delivery impossible or substantially more difficult, e-obs may restrict or suspend the delivery for the duration of the obstacle or withdraw from the contract. Under no circumstances shall e-obs be held liable for claims related to non-performance, improper performance or delayed performance of contractual obligations.
- 4.5. Partial deliveries are allowed unless they have been explicitly excluded in writing. The impossibility of a partial delivery or delay in effecting a partial delivery does not entitle the customer to withdraw from the whole agreement or to claim compensation.

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USt-IdNr.: DE263523660
Steuernummer: 143/133/90560
Amtsgericht München, HRB 177691
Geschäftsführer:
Franz Kümmeth, Wolfgang Heidrich

5. Shipment and Acceptance of Goods by the Customer

- 5.1. If acceptance is either delayed or rendered impossible for reasons for which e-obs is not responsible, e-obs is entitled to store the goods for the account and at the risk of the customer on its own premises or with third parties. The relevant obligations of e-obs shall then be deemed to have been performed.
- 5.2. In case of shipments to countries outside the EU customs territory the customer is fully responsible for all import formalities and full payment of duties and taxes. In this process, e-obs shall support the customer with any required information and documents as far as the amount of work necessary remains within an economically justifiable scope. If the shipment to a certain country of destination requires any sort of import license or technical approval this needs to be clarified before a firm order is placed with e-obs.
- 5.3. By default, our products are packed for shipment in standard, non-stackable cardboard boxes unless otherwise agreed in writing.

6. Documents, Payment, Offsetting

- 6.1. If the goods are picked up by a carrier or another third party or if the customer picks up the goods he / she is obliged to make copies of the transportation documents available to e-obs at the latest 4 weeks after pick-up. In case of export to a non-EU country e-obs also requires copies of all the customs documents that are relevant for tax purposes. In this case e-obs will prepare the necessary export declaration but the customer is obliged to present it to the customs office in charge at the point of departure (e.g. airport) in order to prove the physical exit of goods. e-obs needs to be informed about any discrepancies or problems in this process immediately.
- 6.2. In case of deliveries to firms / institutions within the EU the customer is obliged to inform the consignee's valid value added tax (VAT) ID code. Otherwise e-obs is obliged to invoice the full German VAT rate.
- 6.3. All invoices are payable net within 30 days after the invoice date unless otherwise explicitly agreed in writing.
- 6.4. Offsetting of counter-claims of all kinds is excluded unless the counter-claim in question is not contested or is finally awarded.
- 6.5. The withholding or reduction of payments because of complaints is permitted only with the express consent of e-obs.

7. Late Performance by the Customer, Insolvency

- 7.1. The status of „late payment“ automatically begins 30 days after the invoice date unless otherwise agreed in writing.
- 7.2. In the event of late payment by the customer e-obs, without prejudice to its other statutory and contractual rights, may decline in whole or in part to make further deliveries under this or any other contract or make them dependent upon an advance payment or provision of surety.

8. Retention of Title

The goods sold remain the property of e-obs until full payment of the sale price has been received.

9. Warranty

- 9.1. The warranty period is one year calculated from the date of transfer of risk as far as permissible by law.
- 9.2. e-obs makes no express or implied warranty extending beyond the e-obs product specifications or agreed product specifications. In no case the warranty of e-obs extends to merchantability or fitness for a particular purpose (e.g. fitness of e-obs GPS tags for a different animal / bird species than originally intended).
- 9.3. e-obs must be notified of any defects in the goods immediately in writing. Obvious defects must be reported within five working days of receipt of goods. Hidden defects must be reported within five working days of the time when they were detected or could have been detected. In case the customer is a private consumer according to § 13 BGB (German Civil Code) longer time limits may apply. e-obs tags are designed for the use on wild animals and consequently subject to a high degree of wear and tear. For this reason e-obs cannot guarantee any minimum lifetime of its tags during a field project.
- 9.4. In the event of defective performance e-obs shall, depending on the actual case and technical feasibility, either provide a replacement free of charge or effect repairs or grant an appropriate price reduction. If the substitute delivery or repair is likewise defective, the customer may request an appropriate price reduction. Further claims of the customer, in particular for termination of the contract are specifically excluded, regardless of the legal basis on which they are made.
- 9.5. Complaints regarding partial deliveries do not entitle the customer to decline performance of the complete contract by e-obs.

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- 9.6. The prerequisite for using the data download and/or SMS updates via cellular networks is a functioning, active and compatible cellular network. Use in areas of insufficient radio coverage is not possible. e-obs GmbH cannot assume any warranty for current or future availability and/or accessibility of the cellular networks.

10. Liability

- 10.1. To the extent permissible by law the liability of e-obs shall be limited to the compensation for direct damages (product exchange costs, costs for return shipment, repair costs if e-obs is responsible for a defective product). Any other liability (especially for loss of profit, loss of revenues, loss of data, loss of use or invested labor time) as well as for any indirect or consequential damage is excluded. e-obs is only liable for damages to the extent that it has caused such damages at least by negligence.
- 10.2. To the extent permissible by law, under no circumstances shall e-obs be liable for more than five percent of the value of the individual delivery concerned.

11. Intellectual Property Rights

- 11.1. e-obs is and remains the owner of all intellectual property rights. In the case of orders the performance of which includes development services, e-obs is the sole proprietor of the development results, including, but not limited to all concepts, drawings, samples, ideas, software, documentation and all other material, together with all intellectual property rights relating thereto or filed thereon.
- 11.2. Trademark rights of e-obs are not transferred with the purchased object. The acquisition of products identified with trademarks of e-obs does not mean the acquisition of rights in such trademarks or the right to use them independently of the acquired product. To acquire such rights a separate trademark right agreement must be concluded.

12. Confidentiality

The customer must keep secret all confidential information received from e-obs in the context of the business relationship and refrain from disclosing it to third parties.

13. Invalidity, Severability

Should any provision of these GTC be or become invalid, this shall not affect the validity of the other provisions. The invalid provision shall be replaced by a valid one which comes closest to the same legal, economic and originally intended purpose.

14. Place of Performance, Applicable Law and Place of Jurisdiction

- 14.1. The place of performance for the performance by the customer or by e-obs is Gruenwald, Germany.
- 14.2. Legal relations between e-obs and the customer shall be governed solely by the law of the Federal Republic of Germany to the exclusion of the conflict of laws principles. The Vienna Purchasing Convention (United Nations Convention on Contracts for the International Sale of Goods, 11 April 1980 (CISG)) is hereby specifically excluded. Rights accruing to e-obs on the basis of statutory provisions are not affected by these GTC.
- 14.3. For all disputes arising out of the contractual relationship, relating to it or affecting its validity or the validity of these GTC the sole place of jurisdiction is Gruenwald where e-obs has its registered office.