YTRON Process Technology GmbH & Co. KG
Handwerkerpark 21 · D-83093 Bad Endorf
service@ytron.com · www.ytron.com

General Terms and Conditions of Sale and Delivery

Ordinarily, this is where you would expect to find carefully drafted terms and conditions of sale, as is customary. However, we know, just as you do, that these terms are rarely read and that, in any event, they are likely to conflict with your terms and conditions of purchase, since the two sets of terms have not been coordinated.

We therefore expressly object to any general terms and conditions used by you as the buyer which deviate from, conflict with, or supplement the following provisions or, where these contain no relevant provision, the provision of substantive German law (in particular the German Civil Code (Bürgerliches Gesetzbuch – BGB) and the German Commercial Code (Handelsgesetzbuch – HGB)). Any such differing general terms and conditions shall not apply, even if we do not expressly object to them or deliver without reservation.

Our quotations, order confirmations, deliveries, and services shall be governed exclusively by the following terms and conditions and, in addition, by the statutory provisions of the substantive German law (in particular the BGB and HGB).

Any technical documents enclosed or provided subsequently shall remain our property. They may only be used solely for the expressly agreed purpose. Any other commercial use, reproduction, or disclosure to third parties without our prior written consent is prohibited.

Unless otherwise agreed, delivery shall be Ex Works (EXW), Handwerkerpark 21, Bad Endorf, Germany (Intercoms® 2020), excluding packaging and insurance.

Title to the goods delivered shall remain vested in us until the purchase price has been paid in full.

In the event of any defects, we may, at our option, remedy the defect or supply goods free from defect. Normal wear and tear of wear parts shall not constitute a defect in this respect.

We exclude claims for damages, in particular for production downtime, lost profits and other consequential loss, unless the damage is attributable to an intentional or grossly negligent breach of duty on our part or we have given a corresponding guarantee. We shall also be liable where we have fraudulently concealed a defect.

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Furthermore, our liability shall remain unaffected for damage arising from injury to life, body or health caused by an intentional or negligent breach of duty on our part, liability under the German Product Liability Act (Produkthaftungsgesetz), and damage arising from a slightly negligent breach of material contractual duties (so-called cardinal cardinal duties). In the latter case, however, statutory liability shall be limited to damage that was foreseeable and typically arises.

A breach of duty by any of our employees, staff, managing directors or other persons whom we use to perform our obligations towards you (vicarious agents) shall be treated in the same way as a breach of duty by us. The exclusion or limitations of liability set out herein shall also apply to any personal liability of such persons.

Insofar as liability is excluded or limited under the foregoing provisions, claims shall become statute-barred one year after delivery.

If either you or we seek judicial resolution of any dispute arising out of this contract, the courts at our registered office in D-83278 Traunstein, Germany, shall have exclusive jurisdiction. We reserve the right also to commence proceedings at your general place of jurisdiction.

This contract shall be governed by German law, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

Where these terms and conditions have been translated into a language other than German, the German-language version alone shall prevail.

These Terms and Conditions can also be found on our website.

Bad Endorf, November 2026