

General Terms and Conditions (B2B)

Günter Ballbach Messzeuge GmbH & Co. KG

Version	26 July 2026
Customer group	Businesses and public-sector customers only

Important language notice: This English translation is provided for convenience only. The German version of the General Terms and Conditions is the authoritative contractual text.

These terms apply exclusively to entrepreneurs within the meaning of section 14 of the German Civil Code, legal entities under public law and special funds under public law. Consumer contracts are not concluded on the basis of these terms.

1. Scope and business customers only

These General Terms and Conditions apply to all quotations, deliveries and services supplied by Günter Ballbach Messzeuge GmbH & Co. KG ("Ballbach") to entrepreneurs, legal entities under public law and special funds under public law.

Contracts with consumers are not concluded on the basis of these terms. The customer confirms that it acts in the course of its commercial or independent professional activity or as a public-law entity.

Deviating or supplementary customer terms apply only if Ballbach has expressly accepted them in text form. These terms also apply to future business relationships where they have been effectively incorporated.

2. Quotations, website and contract formation

Ballbach quotations are non-binding unless expressly marked as binding. A contract is formed only by an order confirmation in text form, performance of the service or delivery of the goods.

Product descriptions, technical data, availability and prices on the website are non-binding information and do not constitute a legal offer. Sending an inquiry card or contact form merely requests a checked quotation. An automatic receipt confirmation is not acceptance.

The individual quotation and Ballbach's order confirmation determine the type and scope of performance. Side agreements and amendments require at least text form.

3. Scope of performance and technical documents

Technical descriptions, drawings, images, dimensions, weights and performance data are binding only if expressly incorporated into the contract. Customary or technically necessary deviations are permitted if they do not materially impair the agreed use.

Ballbach retains all ownership, copyright and usage rights in estimates, drawings, software, programs, circuit diagrams, test procedures, calculations and other documents. They may not be reproduced, disclosed to third parties or used for other purposes without prior consent.

4. Prices and website price information

Unless agreed otherwise, all prices are in euros ex works or ex Ballbach's place of business, plus statutory VAT, packaging, shipping, insurance, customs duties and other ancillary costs.

Website prices may be imported automatically from product and price master data.

Transmission, input, allocation or system errors may occur despite regular checks. Website prices are therefore non-binding; only the checked price in Ballbach's individual quotation or order confirmation is binding.

Price changes after contract formation require an express individual agreement or an effectively agreed price-adjustment clause. Material, third-party service or other cost changes for longer-running custom projects may be regulated separately in the quotation.

5. Payment, default and credit assessment

Payment terms follow from the quotation, order confirmation or invoice. Unless stated otherwise, new instruments are payable with 2% discount within eight calendar days or net within 30 calendar days. Repair and calibration invoices are payable net within ten calendar days.

A cash discount is permitted only if no older due invoices remain unpaid. Unless mandatory law provides otherwise, payments are applied first to costs, then to interest and finally to the oldest due principal claim.

In the event of default, statutory default interest applies. For payment claims between businesses, the statutory rate is nine percentage points above the base interest rate; the statutory EUR 40 default lump sum may additionally be charged. Further loss remains recoverable.

Before granting credit terms or where justified, Ballbach may obtain a business credit assessment. Details are set out in the privacy policy. If circumstances arise after contract formation that materially endanger payment, Ballbach may request advance payment or suitable security and withhold performance to the extent permitted by law.

6. Set-off and retention

The customer may set off only undisputed, finally adjudicated or decision-ready claims. A right of retention may be exercised only for claims arising from the same contractual relationship.

7. Delivery and performance dates

Delivery and performance periods are estimates unless expressly confirmed as binding. They begin only after all documents, samples, approvals, technical information and agreed advance payments have been received.

Force majeure and other circumstances beyond Ballbach's control extend the period for the duration of the disruption plus a reasonable restart period. This includes, in particular, industrial disputes, war, pandemics, official measures, energy or transport disruptions, operating failures and delayed supplies not attributable to Ballbach.

If the impediment lasts more than three months, either party may withdraw from the unperformed part after an unsuccessful reasonable grace period.

8. Dispatch and transfer of risk

Ballbach selects the mode of dispatch and packaging at reasonable discretion unless agreed otherwise. Transport insurance is arranged only at the customer's request and expense.

For dispatched goods, risk passes when the goods are handed to the carrier or other person designated to perform the shipment. If dispatch or acceptance is delayed for reasons attributable to the customer, risk passes when readiness for dispatch or acceptance is notified.

9. Retention of title

Goods remain Ballbach's property until all claims from the ongoing business relationship have been paid in full. The customer may resell reserved goods in the ordinary course of business and assigns the corresponding resale claim to Ballbach up to the invoice value.

The customer remains authorised to collect the assigned claims until revoked for good cause. The customer must promptly notify Ballbach of third-party access to reserved goods.

Processing, combination or mixing creates corresponding co-ownership for Ballbach. Ballbach releases security at its choice where its realisable value exceeds the secured claims by more than 10%.

10. Customer cooperation

The customer must provide all information, documents, reference parts, measuring equipment, interfaces, approvals and suitable working conditions required for performance. Additional costs and delays caused by missing, late or incorrect cooperation are borne by the customer where attributable to it.

11. Repairs, inspection, diagnostics and cost estimates

Ballbach may carry out the inspections required to assess an instrument and the feasibility of repair. Cost estimates are non-binding unless expressly marked as binding.

For small and standard instruments, a cost estimate is normally not charged separately where only minor inspection is required. Where fault finding requires more than minor inspection, dismantling, measurement, cleaning or diagnostics, Ballbach may charge reasonable inspection and diagnostic costs.

These costs are calculated on actual time using the repair hourly rate valid when the order is received, plus necessary materials and third-party services. The current rate can be requested by telephone or email before dispatch. Where exceptionally high diagnostic costs are foreseeable, Ballbach will seek to inform the customer before deeper diagnostics.

Inspection costs may arise if the repair is rejected, technically impossible, uneconomical or the instrument is requested back unrepaired. If the repair is commissioned and carried out, necessary diagnostic costs are included or credited unless separately stated in the quotation.

If the customer leaves the instrument for recycling or disposal, Ballbach may waive inspection costs depending on the instrument, diagnostic effort and recoverable value. A waiver requires express confirmation. Special dismantling, hazardous-material or disposal costs may be charged.

12. Calibration services

Calibration documents the condition and measurement results at the time of calibration under the stated conditions. It is not a guarantee of future performance or permanent compliance with tolerances.

The customer must specify required ranges, points, specifications, decision rules and special requirements before placing the order. Accredited calibrations are supplied only within the current scope of accreditation. The customer remains responsible for calibration intervals and fitness for use.

13. Custom measuring systems, software and acceptance

For custom measuring systems, fixtures and software adaptations, the quotation, approved specification and agreed acceptance criteria exclusively define the scope. Changes after approval are additional services and may affect dates.

After notification of completion, the customer must inspect and accept the work within a reasonable period. Minor defects do not justify refusal of acceptance. Statutory acceptance rules otherwise apply.

14. Inspection and notice of defects

Where the transaction is commercial for both parties, the customer must inspect the delivery promptly and notify apparent defects without undue delay in accordance with section 377 of the German Commercial Code. Latent defects must be notified without undue delay after discovery.

Transport damage and shortages must also be reported promptly to the carrier and Ballbach. Goods complained of must be kept available for inspection or returned properly packaged at Ballbach's request.

15. Defect claims

For justified defects, Ballbach may choose repair or replacement. The limitation period is twelve months from transfer of risk or acceptance. This shortening does not apply to intent, gross negligence, fraudulent concealment, guarantees, injury to life, body or health, product liability or mandatory longer statutory periods.

If supplementary performance fails or is unreasonable, the customer may exercise its statutory rights subject to the liability provisions below.

Claims are excluded to the extent a defect was caused by normal wear, improper use, incorrect installation or commissioning by the customer, unsuitable operating materials, non-compliance with instructions, unauthorised modification, third-party repair or external chemical, electrical or electromagnetic influences not attributable to Ballbach.

Normal ageing, capacity loss and use-related wear of batteries, rechargeable batteries and other wear parts are not defects. Manufacturer warranties remain unaffected.

16. Liability

Ballbach has unlimited liability for intent and gross negligence, injury to life, body or health, product liability, fraudulent concealment and express guarantees.

For slight negligence involving an essential contractual obligation, liability is limited to the foreseeable loss typical of the contract. Essential obligations are those whose fulfilment enables proper performance of the contract and on whose observance the customer may regularly rely.

Liability for other slight negligence is excluded. The same limitations apply to Ballbach's representatives, employees and agents.

17. Confidentiality and data protection

Both parties keep non-public commercial and technical information confidential and use it only for the business relationship. Statutory disclosure obligations remain unaffected.

Personal data are processed in accordance with applicable data protection law. The current Ballbach privacy policy contains information on inquiries and Creditsafe credit assessments.

18. Governing law, place of performance and jurisdiction

German law applies, excluding the UN Convention on Contracts for the International Sale of Goods (CISG). The place of performance for deliveries, services and payments is Altensteig where legally permissible.

Where the customer is a merchant, legal entity under public law or special fund under public law, the exclusive place of jurisdiction is Nagold. Ballbach may also sue at the customer's general place of jurisdiction.

19. Final provisions

Amendments and supplements to the contract, including this text-form clause, require at least text form unless stricter form is prescribed by law. Individual agreements take precedence.

If any provision is or becomes wholly or partly invalid, the remaining provisions remain effective and the statutory rules replace the invalid provision.

Günter Ballbach Messzeuge GmbH & Co. KG

Auf der Härte 9-11

72213 Altensteig-Spielberg

Germany

info@ballbach-messzeuge.de

www.ballbach-messzeuge.de