



General Terms and Conditions of Sale of Siglent Technologies Germany GmbH (February 2026)

I. Scope

1. These General Terms and Conditions of Sale of Siglent Technologies Germany GmbH (hereinafter referred to as "SIGLENT") shall apply if the Buyer is an entrepreneurs, legal entity under public law or special fund under public law.
2. Any general terms and conditions of the Buyer conflicting with or deviating from the General Terms and Conditions of Sale of SIGLENT shall not be recognized unless SIGLENT has expressly agreed to them in writing. These General Terms and Conditions of Sale shall also apply if SIGLENT carries out the delivery to the Buyer without reservation in the knowledge that the Buyer's terms and conditions conflict with or deviate from these General Terms and Conditions of Sale.
3. Agreements made between the parties in the individual case will prevail over these General Terms and Conditions of Sale.

II. Conclusion of Contract

1. The offers of SIGLENT are subject to confirmation. The order for delivery by the Buyer shall be deemed to be a binding offer of contract. A contract shall only be concluded upon written order confirmation by SIGLENT and shall be governed exclusively by the contents of the order confirmation and these General Terms and Conditions of Delivery.
2. Legally relevant declarations and notifications with regard to the contract shall be made in writing or in text form, e.g. by letter, e-mail or fax. Legal formal requirements and the requirement of further evidence shall remain unaffected. In particular, oral agreements or agreements made by telephone are only binding if they have been confirmed by SIGLENT in writing or in text form.
3. SIGLENT reserves its unlimited property rights and copyrights to cost estimates, offers, drawings and other documents (hereinafter: „Documents“). The Documents may only be made accessible to third parties with SIGLENT's prior consent and, if the order is not placed with SIGLENT, shall be returned to SIGLENT immediately upon request.

III. Prices, Terms of Payment and Default in Payment

1. Prices are plus legal VAT, which will be shown separately on the invoice at the statutory rate at the invoice date.
2. Unless otherwise stated our prices apply "FCA" (Incoterms 2020), exclusive of packaging, which will be charged on a separate basis
3. Payments shall be made within 30 days of the invoice date.
4. A payment on account of 30% of the purchase price shall be made when the order is confirmed
5. If the Buyer is in default, SIGLENT is entitled to claim default interest and possible further damages according to the legal regulations.
6. The Buyer can only set off with such claims which are undisputed or which have been established by declaratory judgement. This shall not apply if the claims are reciprocal.

IV. Delivery Periods, Delay, Impossibility

1. Delivery dates or periods not expressly agreed upon as binding are deemed exclusively non-binding dates.
2. The observance of bindingly agreed deadlines for deliveries is subject to the observance of the agreed terms of payment and other obligations by the Buyer. If these prerequisites are not fulfilled in time, the deadlines shall be extended appropriately; this shall not apply if SIGLENT is responsible for the delay.
3. Partial deliveries are permissible as far as they are reasonable for the Buyer.

V. Force Majeure

SIGLENT shall not be liable for the impossibility or delays of Deliveries and services insofar as these circumstances are due to force majeure or other events unforeseeable at the time of the conclusion of the contract for which SIGLENT is not responsible (e.g. operational disruptions of any kind, fire, natural disasters, epidemics, pandemics, weather, floods, war, insurrection, terrorism, transportation delays, strikes, lawful lockouts, shortages of labor, energy or raw materials, delays in obtaining any necessary official permits, official / sovereign measures or prohibitions). In the case of such events, the delivery periods shall be automatically extended by the duration of the event plus a reasonable starting period. We will inform the Buyer of such events without delay. If the end of the disruption is not foreseeable or if it lasts longer than three months, either party shall be entitled to withdraw from the contract.

VI. Transfer of Risk

1. The risk of price and performance shall be transferred to the Buyer upon delivery in accordance with the agreed INCOTERMS clause.
2. If the delivery is delayed for reasons for which the Buyer is responsible, or if the Buyer is in default of acceptance for any other reason, the risk shall be transferred to the Buyer.

VII. Retention of Title

1. The items of the Deliveries (hereinafter: „Reserved Goods“) shall remain the property of SIGLENT until all its claims against the Buyer arising from the business relationship have been fulfilled. If the value of all security rights to which SIGLENT is entitled exceeds the amount of all secured claims by more than 10%, SIGLENT shall release a corresponding part of the security rights at the request of the Buyer.
2. During the existence of the retention of title, the Buyer shall be prohibited from pledging or transferring the goods by way of security and resale is only permitted to resellers in the ordinary course of business and only on condition that the reseller receives payment from its customer or makes the reservation that title shall not pass to the customer until the customer has fulfilled its payment obligations.
3. If the Buyer resells the Reserved Goods, the Buyer already now assigns to SIGLENT his future claims from the resale against his customers with all ancillary rights - including possible balance claims - by way of security, without the need for special declarations later.
4. If a justified interest is substantiated, the Buyer shall provide SIGLENT with the information required to assert its rights against the customer and hand over the necessary documents.
5. Until revoked, the Buyer shall be authorized to collect the assigned claims from the resale. In case of an important reason, especially in case of default of payment, cessation of payment, opening of insolvency proceedings, protest of a bill of exchange or if there are comparable justified indications suggesting an insolvency of the Buyer, SIGLENT shall be entitled to revoke the collection authority of the Buyer. Furthermore, SIGLENT may, after prior warning of the disclosure of the assignment by way of security or the realization of the assigned claims, disclose the assignment by way of security, realize the assigned claims and demand the disclosure of the assignment by way of security by the Buyer vis-à-vis the customer within a reasonable period of time.
6. Following prior warning SIGLENT is entitled to realize the Reserved Goods taken back and settle the outstanding claims by setting off the proceeds received from them.
7. The Buyer shall notify SIGLENT immediately in case of seizure, confiscation or other dispositions or interventions of third parties.

8. If the Buyer fails to comply with its obligations, in particular in case of default of payment, SIGLENT shall after an unsuccessful expiry of a time limit set to the Buyer be entitled to withdraw from the contract and to take back the goods; the statutory provisions on the dispensability of the time limit shall remain unaffected. The Buyer shall be obligated to relinquish possession.
9. If, in case of deliveries to other legal systems, mandatory legal provisions of the respective country do not provide for a reservation in the sense of this Section No. 1 to 8, but other and comparable rights to secure the claims from invoices of the supplier are known, SIGLENT shall be entitled to assert them. The Buyer shall be obliged to do everything to provide SIGLENT with corresponding security rights without delay. The Buyer shall cooperate at its own expense in all measures, such as registration, publication, etc., which are necessary and useful to the validity and enforceability of such security rights.

VIII. Warranty

1. The Deliveries shall be free from material defects if they comply with the subjective requirements within the meaning of Section 434 (2) of the German Civil Code (BGB) at the time of transfer of risk. The Deliveries shall meet the subjective requirements if they have the agreed quality. The agreed quality is determined exclusively by SIGLENT's product specification or the agreed performance description. Other or more extensive subjective or objective requirements within the meaning of Section 434 (3) BGB, properties and characteristics than the expressly agreed quality of the Deliveries shall not be owed. Any warranty for a specific purpose, functionality, compatibility, interoperability, duration of use or durability after the transfer of risk that goes beyond the warranty for this agreement on quality shall only be assumed to the extent that this has been expressly agreed in writing; otherwise, the risk of suitability and use shall be borne exclusively by the Buyer. With this provision, SIGLENT shall be liable for a material defect as follows:
2. If the delivery has a material defect at the time of transfer of the risk, SIGLENT shall be entitled and obliged to subsequent fulfillment. The subsequent fulfillment shall be effected at SIGLENT's option by repair or replacement delivery. The subsequent fulfillment can be carried out at the place of business of SIGLENT or at the place of installation of the goods at the discretion of SIGLENT. SIGLENT shall not be liable for any expenses incurred due to the goods being transported to a place other than the Buyer's place of business, unless the Buyer has informed SIGLENT in writing in the order prior to conclusion of the contract that the goods will be transported to a place other than the Buyer's place of business and SIGLENT has expressly agreed to this.
3. The Buyer shall make the item available to SIGLENT for the purpose of subsequent fulfillment. SIGLENT shall be granted reasonable time and opportunity for subsequent fulfillment. If this is refused, SIGLENT shall be released from the warranty to this extent.
4. In the event of a replacement delivery, the Buyer shall return the defective item to SIGLENT properly packaged. The subsequent fulfillment does not include the disassembly of the defective item nor the re-installation, if SIGLENT was not originally obliged to install it.
5. If parts are installed within the scope of subsequent performance, the Buyer may only assert claims for material defects with regard to these parts until the expiry of the original limitation period.
6. If the subsequent fulfillment fails, does not take place within a reasonable period of time set by the Buyer or is refused, the Buyer may, at its option, demand a reduction of the purchase price or declare its withdrawal from the contract. A repair shall be deemed to have failed after the second unsuccessful attempt, unless the nature of the item or defect or other circumstances indicate otherwise. Claims for damages and reimbursement of expenses due to a defect shall remain unaffected by this, unless they are limited or excluded in accordance with Section IX of these Terms and Conditions.

7. A warranty for defects in the delivered goods which have their cause in faulty or negligent handling, improper storage, unsuitable or improper use as well as in normal wear and tear is excluded. If operating and maintenance instructions are not followed, if modifications are made to the Deliveries and services or if parts are replaced, any warranty shall lapse unless the Buyer proves that the defect is not caused by this.
8. In the event of a minor breach of contract, in particular in the event of minor defects, the Buyer shall not be entitled to withdraw from the contract.
9. Rights of the Buyer due to defects of the goods require that the Buyer inspects the goods immediately, at the latest within one week after receipt and informs SIGLENT immediately about the existence of the defects in writing; hidden defects must be notified to SIGLENT in writing immediately after their discovery.
10. SIGLENT can refuse the removal of defects as long as the Buyer does not fulfill his obligations in an appropriate amount.

IX. Limitation of Liability

1. In the event of a breach of duty, defective delivery or tort, SIGLENT shall only be liable for damages and reimbursement of expenses - subject to further contractual or statutory liability requirements - in the event of intent, gross negligence and in the event of a slightly negligent breach of an essential contractual obligation (contractual obligation, the breach of which jeopardizes the achievement of the purpose of the contract). However, in the event of a slightly negligent breach of an essential contractual obligation, SIGLENT's liability shall be limited to the damage typical for the contract and foreseeable at the time of conclusion of the contract.
2. The liability exclusions and liability limitations contained in Section IX. No. 1 of these Terms and Conditions shall not apply in the case of assumption of a guarantee for the proprietors of the good in the sense of the § 444 BGB, in the case of the fraudulent concealment of a defect, in the case of damage from the injury of the life, the body or the health as well as in the case of a violation of regulations of the data protection right as well as a mandatory liability according to the product liability law.
3. In the event of a breach of a pre-contractual obligation or an impediment to performance already existing at the time of conclusion of the contract (§ 311 (2), 311 a BGB), SIGLENT's liability for damages shall be limited to the negative interest.
4. Insofar as the liability of SIGLENT is excluded or limited, this shall also apply to the personal liability of the employees, representatives and vicarious agents of SIGLENT.
5. A change of the burden of proof is not connected with the regulations in Section IX. and X.
6. SIGLENT shall only be liable for technical advice on possible applications of its products as well as all other related information by SIGLENT or persons acting on behalf of SIGLENT in case of express written assurance, provided that the Buyer has given the information required for proper advice completely and correctly.

X. Statute of Limitations

Claims of the Buyer based on a breach of duty shall become statute-barred uniformly three years after delivery of the goods. This shall apply irrespective of whether the breach of duty consists in a material defect or in the breach of another contractual duty. For personal injury, damages covered by the Product Liability Act and the Data Protection Act and damages based on intent or gross negligence, the statutory limitation period shall apply. Supplementary items and additional components are covered by a warranty period of 12 months from their delivery.

XI. Confidentiality

1. The contracting parties undertake to treat all non-public commercial and technical details, business secrets and other confidential information of the respective other contracting party which become known to them in the course of their business relations as confidential and not to use them for any purpose other than the purpose of the contract.
2. The confidentiality obligation shall not apply insofar as information (a) is publicly known at the time of disclosure or becomes so at a later point in time and this circumstance is not attributable to misconduct on the part of the receiving party; (b) lawfully and without breach of any duty of confidentiality - to the best of the knowledge and belief of the receiving party - by any means other than by the disclosing party or its affiliates got to the knowledge of the receiving party; (c) was demonstrably independently developed by the receiving party; (d) is legally required to be made available to authorities or (v) is legally required to be disclosed by a court or regulatory order.

XII. Data Protection, Place of Jurisdiction, Applicable Law, Language Version

1. SIGLENT's information on data protection can be found at <https://www.siglenteu.com/privacy-policy/>
2. If the Buyer is a merchant, the sole place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be the court responsible for the registered office of SIGLENT. However, SIGLENT is entitled to take legal action at the headquarters of the Buyer.
3. The contractual relationship shall be governed by German law, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).