



General Terms and Conditions (GTC) **of LFE GmbH & Co. KG**

As of 16 May 2026

1 Scope of Application

- 1.1 These General Terms and Conditions apply to all offers, deliveries, services and other legal transactions of LFE GmbH & Co. KG, hereinafter referred to as "LFE", with entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB), legal entities under public law and special funds under public law.
- 1.2 These General Terms and Conditions apply in particular to the development, manufacture, delivery, installation, commissioning, maintenance, repair and other services in connection with process gas analyzers, process water analyzers, components, spare parts, consumables, software, firmware, documentation and other products in the field of process analytical measurement technology.
- 1.3 Any conflicting, deviating or supplementary terms and conditions of the Customer shall not become part of the contract unless LFE expressly agrees to their validity in text form. This shall also apply if LFE performs deliveries or services without reservation while being aware of conflicting or deviating terms and conditions of the Customer.
- 1.4 These General Terms and Conditions shall also apply to future business relationships with the same Customer without LFE having to refer to them again expressly.
- 1.5 Individual agreements, in particular information contained in LFE's order confirmation, shall prevail over these General Terms and Conditions.

2 Offers, Documents and Conclusion of Contract

- 2.1 Offers made by LFE are subject to change and non-binding unless expressly designated as binding.
- 2.2 A contract shall only be concluded upon written order confirmation or order confirmation issued in text form by LFE, or upon execution of the delivery or service.
- 2.3 Technical changes, design modifications, changes to specifications, errors, printing mistakes and prior sale are reserved, provided that they are reasonable for the Customer and do not materially impair the contractually agreed quality.
- 2.4 Information in catalogues, brochures, drawings, data sheets, technical documents, websites or other documentation shall only be binding if it has expressly become part of the contract. Such information shall not constitute a guarantee or warranted quality unless expressly agreed in text form.
- 2.5 LFE reserves all ownership rights, copyrights, rights of use and other intellectual property rights in drawings, technical documents, calculations, offers, software, firmware, documentation, samples, models and other information. Such documents may not be reproduced, made available to third parties or used for purposes other than the performance of the contract without LFE's prior consent.

3 Prices, Taxes and Payment Terms

- 3.1 Unless expressly agreed otherwise, all prices are net prices ex works or warehouse. Packaging, shipping, transport insurance, customs duties, import duties, taxes, fees, official charges and other ancillary costs shall be charged separately.

- 3.2 Statutory VAT, where applicable, shall be charged additionally at the rate applicable at the time.
- 3.3 Payments are due without deduction within the agreed payment period. If no payment period has been agreed, invoices shall be payable without deduction within 30 calendar days from the invoice date. The decisive date is the date on which payment is received by LFE.
- 3.4 LFE is entitled to request reasonable down payments, advance payments or securities, in particular for customer-specific products, custom-made products, first orders, export deliveries or justified doubts regarding the Customer's solvency.
- 3.5 In the event of default in payment, LFE is entitled to charge default interest at the statutory rate. LFE reserves the right to claim further damages caused by default.
- 3.6 The Customer may only set off, withhold payment or reduce payment to the extent that its counterclaims are undisputed, ready for decision or have been finally adjudicated. Rights of retention may only be exercised to the extent that they arise from the same contractual relationship.
- 3.7 If the Customer is in default of payment or if circumstances become known that materially impair its creditworthiness, LFE is entitled to perform outstanding deliveries or services only against advance payment or provision of security.

4 Delivery, Delivery Time and Partial Performance

- 4.1 Delivery times and delivery dates are non-binding unless expressly agreed as binding in text form.
- 4.2 Delivery periods shall not commence until all technical and commercial questions have been clarified, all documents, approvals, permits, specifications, samples, process data and other information to be provided by the Customer have been received, and any agreed down payments have been made.
- 4.3 Subsequent requests for changes or additions by the Customer shall extend delivery and performance periods by a reasonable period.
- 4.4 Partial deliveries and partial services are permitted to the extent reasonable for the Customer.
- 4.5 If LFE is in default with a bindingly agreed delivery period for reasons attributable to LFE, the Customer's rights shall be governed by the statutory provisions unless otherwise provided in these General Terms and Conditions.
- 4.6 Force majeure and other events beyond LFE's control which materially impede or prevent delivery or performance shall entitle LFE to postpone delivery or performance for the duration of the impediment plus a reasonable restart period, or to withdraw from the contract in whole or in part. This applies in particular to natural events, war, terrorism, civil unrest, pandemics, epidemics, official measures, embargoes, sanctions, export or import restrictions, labor disputes, shortage of energy or raw materials, supply chain disruptions, transport disruptions, cyberattacks, operational disruptions and delayed or improper delivery by suppliers, provided that LFE is not responsible for such circumstances.

5 Shipping, Packaging, Transfer of Risk and Incoterms

- 5.1 Unless expressly agreed otherwise, delivery shall be made ex works or warehouse of LFE.
- 5.2 Unless otherwise agreed, the method of shipment, transport route, packaging and shipping service provider shall be selected by LFE at its reasonable discretion.
- 5.3 Benefit and risk shall pass to the Customer no later than upon handover of the goods to the forwarding agent, carrier or other transport agent. This also applies to partial deliveries and even if LFE assumes further services, in particular shipping, transport insurance, installation or commissioning.
- 5.4 If shipment is delayed due to circumstances attributable to the Customer, risk shall pass to the Customer upon notification that the goods are ready for shipment.

- 5.5 Where delivery clauses according to Incoterms® are agreed, the Incoterms® 2020 of the International Chamber of Commerce in the version applicable at the time of conclusion of the contract shall apply. The specific Incoterms® rule and the named place must be stated in the offer or in the order confirmation.
- 5.6 Transport insurance shall only be taken out at the express request and expense of the Customer.

6 Retention of Title

- 6.1 The delivered goods shall remain the property of LFE until all claims arising from the business relationship have been paid in full.
- 6.2 The Customer is obliged to treat the goods subject to retention of title with due care, store them properly and insure them at replacement value against customary risks, in particular fire, water, theft, transport damage and operational damage.
- 6.3 Pledging, transfer by way of security or any other disposition of the goods subject to retention of title that could impair LFE's rights is not permitted without LFE's prior consent.
- 6.4 The Customer is entitled to resell the goods subject to retention of title in the ordinary course of business. The Customer hereby assigns to LFE all claims arising from the resale of the goods subject to retention of title in the amount of the invoice value of such goods. LFE accepts this assignment.
- 6.5 If the goods subject to retention of title are installed in other products, plants or systems or combined with other items before full payment has been made, the retention of title shall remain in effect to the extent legally possible. LFE shall acquire a proportional security interest in the newly created item in the ratio of the invoice value of the goods subject to retention of title to the value of the new item.
- 6.6 The Customer shall notify LFE without undue delay in text form of any attachments, seizures or other interventions by third parties affecting the goods subject to retention of title or the assigned claims.
- 6.7 If the realizable value of the securities to which LFE is entitled exceeds the secured claims by more than 10%, LFE shall, at the Customer's request, release securities to the corresponding extent. The choice of the securities to be released shall be at LFE's discretion.

7 Installation, Mounting, Commissioning and Duties to Cooperate

- 7.1 Mounting, installation, parameterization, calibration, training and commissioning services shall only be owed if expressly agreed.
- 7.2 The Customer shall, at its own expense and in due time, provide all prerequisites necessary for the performance of the services. This includes in particular suitable installation sites, connections, media, auxiliary materials, sampling points, power supply, compressed air, water, wastewater, network access, safety approvals, permits, personnel, lifting equipment, process data and safe working conditions.
- 7.3 Delays or additional costs resulting from missing, late or defective cooperation by the Customer shall be borne by the Customer.
- 7.4 The Customer is responsible for compliance with the safety, occupational health, environmental, operator, permit and plant regulations applicable at the place of use, unless expressly assumed by LFE.

8 Technical Specifications, Operation, Calibration and Maintenance

- 8.1 Technical data, measuring ranges, accuracies, detection limits, response times, consumption values, service lives and other performance specifications shall apply only under the operating, environmental, media, storage, calibration and maintenance conditions stated in the relevant technical documentation.

- 8.2 Deviating process conditions, unsuitable or contaminated media, insufficient sample preparation, unsuitable installation, missing or faulty calibration, omitted maintenance, wear and tear, consumption of reagents or consumables and non-intended operation may affect function and measurement results and shall not constitute defect claims unless LFE is responsible for such circumstances.
- 8.3 The Customer is obliged to use the products exclusively for their intended purpose and in accordance with LFE's technical documentation, operating instructions, safety data sheets, maintenance schedules and other instructions.
- 8.4 Regular maintenance, calibration, validation, replacement of wear parts and consumables and documentation of proper operation shall be the responsibility of the Customer unless expressly agreed otherwise.

9 Software, Firmware and Digital Content

- 9.1 To the extent that products contain or are supplied with software, firmware, parameterization software, digital documentation or other digital content, the Customer shall receive a simple, non-exclusive, non-transferable and non-sublicensable right of use to the extent required for the intended operation of the delivered products.
- 9.2 Rights to source code are not granted unless expressly agreed in text form.
- 9.3 The Customer may not reproduce, modify, reverse engineer, decompile, disassemble, make available to third parties or transfer software, firmware or digital content to unauthorized systems unless this is mandatorily permitted by law or expressly authorized by LFE.
- 9.4 Updates, upgrades, modifications, interface services or cybersecurity services shall only be owed if expressly agreed.
- 9.5 The Customer is responsible for the secure integration of the products into its IT, OT, network and process environment unless expressly agreed otherwise.

10 Acceptance

- 10.1 Where acceptance has been agreed or is required by law, the Customer shall inspect the service without undue delay after provision or notification of readiness for acceptance.
- 10.2 Acceptance may not be refused due to immaterial defects.
- 10.3 The service shall be deemed accepted if the Customer uses it productively or does not object in text form within 10 working days after provision or notification of readiness for acceptance, specifying material defects, provided that LFE has informed the Customer of this consequence.

11 Warranty / Liability for Defects

- 11.1 For analyzers, the warranty period shall be 24 months from delivery. The decisive point in time is the transfer of risk pursuant to Section 5. Any later installation, commissioning or use by the Customer shall not postpone the start of the warranty period unless expressly agreed otherwise.
- 11.2 For spare parts, replacement components and repair services, the warranty period for defects shall be 12 months from delivery or performance of the service.
- 11.3 For consumables, reagents, sensors, electrodes, filters, seals, hoses, lamps, pump wear parts and comparable wear or consumable parts, warranty for defects shall exist only for material or manufacturing defects under proper storage, handling and use within the stated shelf life or service life.
- 11.4 The Customer shall inspect the delivered goods without undue delay after delivery. Apparent defects must be notified in text form without undue delay, at the latest within 7 calendar days after delivery. Hidden defects must be notified in text form without undue delay after discovery. Section 377 of the German Commercial Code (HGB) remains unaffected.
- 11.5 In the event of justified defect notices, LFE shall, at its own discretion, provide subsequent performance by repair or replacement delivery. LFE shall be given the opportunity to inspect the alleged defect.

- 11.6 If subsequent performance fails, is unreasonable or is refused by LFE, the Customer may reduce the purchase price or withdraw from the contract in accordance with the statutory provisions. Claims for damages shall exist only in accordance with Section 12.
- 11.7 Defect claims shall not exist in the event of damage or functional impairments resulting from natural wear and tear, improper use, incorrect storage, unsuitable operating conditions, unsuitable media, chemical or physical influences, unauthorized modifications, third-party intervention, faulty installation by third parties, lack of maintenance or calibration, use of non-approved spare parts or consumables or failure to observe the technical documentation.
- 11.8 A guarantee shall only exist if it has expressly been designated as a guarantee in text form.

12 Liability

- 12.1 LFE shall be liable without limitation in cases of intent and gross negligence, culpable injury to life, body or health, under the German Product Liability Act and to the extent of any expressly assumed guarantee.
- 12.2 In the event of slightly negligent breach of material contractual obligations, LFE shall be liable only for the foreseeable damage typical for the contract. Material contractual obligations are obligations whose fulfillment is essential for the proper performance of the contract and on whose compliance the Customer may regularly rely.
- 12.3 In all other respects, LFE's liability shall be excluded to the extent permitted by law.
- 12.4 To the extent permitted by law, LFE shall not be liable for indirect damage, consequential damage, loss of production, business interruption, loss of profit, loss of use, loss of data, recall costs, costs of substitute procurement or other financial losses unless a case under Section 12.1 or 12.2 applies.
- 12.5 The above limitations of liability shall also apply for the benefit of LFE's legal representatives, employees, vicarious agents and subcontractors.

13 Changes, Cancellations and Customer-Specific Products

- 13.1 Changes or cancellations of confirmed orders require LFE's consent in text form.
- 13.2 In the case of customer-specific products, custom-made products or engineering, procurement, production, testing or documentation services already commenced, the Customer shall, in the event of a change or cancellation accepted by LFE, bear the costs incurred up to that point, including reasonable overheads and lost margin, to the extent permitted by law.
- 13.3 Customer-specific products, custom-made products, opened consumables, calibrated or contaminated products and products configured according to customer specifications are excluded from return or exchange unless statutory defect rights exist.

14 RoHS, REACH, CE and Other Product Compliance

- 14.1 To the extent applicable, the delivered products comply with the statutory requirements applicable to them, in particular RoHS, REACH, CE marking and comparable regulations, insofar as these apply to the specific delivery and the intended destination market.
- 14.2 The Customer shall inform LFE in due time before conclusion of the contract of any special legal, regulatory, technical or normative requirements of the country of destination, place of use or specific application.
- 14.3 Technical and regulatory changes due to changes in statutory requirements, standards or official requirements are reserved to the extent reasonable for the Customer.
- 14.4 Local approvals, registrations, import permits, operator obligations, plant approvals or special certifications in the country of destination shall only be owed if expressly agreed.

15 ElektroG, WEEE, Environment and Disposal

- 15.1 LFE's WEEE registration number is: DE 35962456.

- 15.2 To the extent that the delivered products fall within the scope of the German Electrical and Electronic Equipment Act (ElektroG), the WEEE Directive or corresponding national regulations, the respective mandatory statutory registration, marking, information, take-back and disposal obligations shall apply.
- 15.3 For deliveries outside Germany, the Customer, where acting as importer, dealer, operator, distributor or party placing products on the market, shall be responsible for compliance with the environmental, recycling, registration, marking, take-back and disposal regulations applicable in the respective country of destination, unless such obligations mandatorily apply to LFE.
- 15.4 The Customer shall inform LFE in due time of any special national requirements in the country of destination to the extent relevant to delivery, marking, registration, take-back or disposal of the products.

16 Export Control, Sanctions, Customs and Import

- 16.1 Performance of the contract is subject to the proviso that there are no obstacles arising from national, European, US or international export control, embargo, sanctions, customs or foreign trade regulations.
- 16.2 The Customer undertakes to comply with all applicable export, import, customs, sanctions and re-export regulations.
- 16.3 The Customer shall not, directly or indirectly, deliver, provide or use the delivered products, software, firmware, documentation, technical information or services to or in countries, persons, organizations, companies or for purposes where this would violate applicable export control or sanctions regulations.
- 16.4 Upon request, the Customer shall provide LFE completely, correctly and in due time with all information required for export control checks, in particular information on the end customer, end user, end use, country of destination, intended use and any possible military, nuclear, chemical, biological or other critical applications.
- 16.5 LFE is entitled to refuse, suspend or withdraw from deliveries and services to the extent that their performance would violate export control, embargo, sanctions, customs or foreign trade regulations or required approvals are not granted, not granted in time or granted only under unreasonable conditions.
- 16.6 Unless expressly agreed otherwise, the Customer shall bear all customs duties, taxes, charges, fees, import costs and official costs incurred in the country of destination.

17 Confidentiality

- 17.1 The Customer undertakes to keep confidential all technical, commercial, operational and other confidential information of LFE made available to it in the course of the business relationship.
- 17.2 Disclosure to third parties is only permitted to the extent necessary for the performance of the contract and provided that the third party has been bound to confidentiality at least to the same extent, or if LFE has given its prior consent in text form.
- 17.3 The confidentiality obligation shall not apply to information that is generally known, becomes known without breach of these General Terms and Conditions or was demonstrably already lawfully known to the Customer.

18 Data Protection

- 18.1 Personal data shall be processed exclusively in accordance with applicable data protection laws, in particular the General Data Protection Regulation and the German Federal Data Protection Act.
- 18.2 Further information is provided in LFE's current privacy policy.

19 Governing Law, Contract Language and Place of Jurisdiction

- 19.1 The laws of the Federal Republic of Germany shall apply, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG) and excluding conflict-of-law provisions to the extent that they would lead to the application of another law.
- 19.2 The contract language shall be German unless another contract language has been expressly agreed. If the Customer is also provided with an English version of these General Terms and Conditions, the German version shall prevail in case of questions of interpretation unless expressly agreed otherwise.
- 19.3 The place of jurisdiction for all disputes arising from or in connection with the business relationship shall be Hanau, Germany, provided that the Customer is a merchant, a legal entity under public law or a special fund under public law. However, LFE is also entitled to bring an action against the Customer at its general place of jurisdiction.

20 Final Provisions

- 20.1 If any provision of these General Terms and Conditions is or becomes invalid, unenforceable or incomplete in whole or in part, the validity of the remaining provisions shall remain unaffected.
- 20.2 Amendments and supplements to the contract must be made in text form unless a stricter form is required by law.
- 20.3 Legally relevant declarations and notices by the Customer, in particular setting of deadlines, notices of defects, declarations of withdrawal or reduction, must be made in text form.