



General terms and conditions of NEO Messtechnik GmbH, A-2871 Zöbern

1. General

The following general terms and conditions (hereinafter referred to as GTC) form the contractual basis for the legal transactions between your company (hereinafter referred to as the client) and NEO Messtechnik GmbH (hereinafter referred to as the contractor or NEO MESSTECHNIK).

NEO Messtechnik GmbH

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(hereinafter referred to as contractor for short)

Deviating conditions of the customer (business partner) only become effective if NEO MESSTECHNIK expressly agrees. If the customer purchases additional services as part of his business relationship with NEO MESSTECHNIK, the respective special provisions (commissioning, testing, consulting services, training) apply in addition to the general terms and conditions.

2. offers

Offers made by NEO MESSTECHNIK are non-binding. The prices are generally net and apply ex works or ex NEO MESSTECHNIK warehouse excluding other costs (Incoterms 2010). If fees, taxes or other charges are levied in connection with the delivery, these shall be borne by the customer.

3. Delivery

NEO MESSTECHNIK endeavors to adhere to the specified delivery dates, but does not guarantee them. Delivery takes place at the expense and risk of the customer.

Notice on packaging regulations:

Delivery is made strictly on EXW/FCA/CIF terms. The buyer acts as the importer of record in the country of destination. All local extended producer responsibility (EPR) obligations, including the registration, reporting, and recycling of transport and shipping packaging in the destination country, are the sole responsibility of the buyer.

4. Retention of title

Ownership of all NEO MESSTECHNIK products is only transferred to the customer after the invoice amount has been paid in full.

5. Warranty / Guarantee / Compensation

5.1 The warranty and guarantee period is 24 months, unless expressly agreed otherwise. The period for repairs and assemblies is limited to 6 months.

5.2 In the event of a warranty / guarantee, NEO MESSTECHNIK will, at its own option, repair, replace,

Carry out a price reduction or conversion. The warranty and guarantee do not include wear and tear parts.

5.3 Warranty and guarantee claims are excluded if the customer or a third party has changed, repaired or serviced the delivered products, changed the technical specifications or made other interventions. The same applies to improper handling or use of unsuitable data carriers and if the defect is not reported immediately.

5.4 NEO MESSTECHNIK is liable for direct damage to persons and property up to an amount of 2 million euros per case of damage if the legal requirements are met, unless the applicable law mandates a higher liability. NEO MESSTECHNIK is not liable for indirect or consequential damage of any kind. NEO MESSTECHNIK is in no way liable for slight negligence.

6. Copyrights

NEO MESSTECHNIK is entitled to the intellectual property rights to all devices, programs and services as well as to all related copyrights, patents, trademarks and property rights and remain undivided with them.

7. Software Licenses

7.1 NEO MESSTECHNIK grants the customer a non-exclusive and non-transferable right of use to the software product for which the customer acquires a license from NEO MESSTECHNIK. If the customer leaves a device to a third party, the use of the associated software is also permitted.

7.2 The license rights granted to the customer by NEO MESSTECHNIK may not be assigned, transferred, pledged, rented or passed on, transferred or shared with third parties in any other form.

7.3 With the exception of a backup copy, any type of reproduction of the software product, the documentation or parts thereof is only permitted with the prior written consent of NEO MESSTECHNIK.

7.4 Without the prior written approval of NEO MESSTECHNIK, the customer may not change, transfer (either electronically or in any other way), translate, disassemble, decompile or otherwise change the software product or the accompanying documentation.

8. Repairs

If a device is sent to NEO MESSTECHNIK for repair, all work must be carried out in the operating facilities or certified repair centers of NEO MESSTECHNIK. The customer is obliged to send the device properly with a repair order at his own expense. NEO MESSTECHNIK will send back the device CIP (Incoterms 2010) after the service has been completed. NEO MESSTECHNIK assumes no liability for the return costs for transport loss or transport damage.

9. Terms of payment

9.1 The full invoice amount is to be transferred to a bank account selected by NEO MESSTECHNIK according to the payment terms of the invoice.

9.2 If the customer defaults on payment, he will reimburse NEO MESSTECHNIK for all expenses incurred.

10. Confidentiality

The customer and NEO MESSTECHNIK will all information that they provide in connection with their business relationship and the

11. Final provisions

11.1 Oral side agreements do not exist.

11.2 In order to avoid misunderstandings, changes and additions to the contract must be made in writing to be effective. This also applies to the agreement to abandon the requirement of the written form.

11.3 Should individual provisions of these general terms and conditions of sale or the contracts supplemented by them be wholly or partially ineffective, the validity of the remaining provisions remains unaffected. NEO MESSTECHNIK and the customer will decide on a new regulation instead of the ineffective or in need of amendment or interpretation which comes as close as possible to the intended economic purpose.

11.4 Austrian law applies exclusively to all relationships between NEO MESSTECHNIK and the customer. The UN sales law and international private law are not applicable.

11.5 Both NEO MESSTECHNIK and the customer will first endeavor to find an out-of-court solution for all disputes arising from contracts, offers and deliveries or relating to their violation, dissolution or nullity, e.g. through mediation. If no agreement is reached within four weeks, NEO MESSTECHNIK can choose to resolve these disputes either through the relevant court in Wr. Neustadt or by an arbitration tribunal according to the arbitration and arbitration rules of the international arbitration tribunal of the Austrian Chamber of Commerce in Vienna (Vienna Rules) by one or more arbitrators appointed according to these rules. The place of arbitration is Vienna. The language of arbitration is English. The arbitral tribunal shall apply the law mentioned in point 11.4. The 4-week period begins with receipt of the written

Requesting a contractual partner to resolve a dispute.

11.6 The data related to this contract are stored by NEO MESSTECHNIK on an IT system and transmitted to other companies or areas of the NEO MESSTECHNIK Group, insofar as this is for the purpose of the proper provision of the contractual services, for customer support or for NEO MESSTECHNIK's business operations are required. The customer declares his consent to this.

11.7 If one of the contracting parties is prevented or delayed in performing a contractual obligation, this party must immediately inform the other of the event, the impaired contractual obligation and the likely duration of the event. If an act of force majeure prevents or delays the fulfillment of a contractual obligation for more than 90 days, each party is entitled to terminate this contract with reasonable notice.

11.8 In the event of inconsistencies between the English and German versions of the General Conditions of Sale or other legally relevant documents, the German version shall prevail.

Last changed:
1st August 2026