

## GENERAL TERMS FOR INSPECTION AND PERFORMANCE WITH REGARD TO DEFECTS (GTD)

of IDS Imaging Development Systems GmbH, Dimbacher Str. 10, 74182 Obersulm, Germany, concerning use in commercial transactions (B2B).

The General Terms for Inspection and Performance with regard to Defects (hereinafter referred to as 'GTD'), as amended, supplement our [General Terms of Delivery](#), as amended, and, if in doubt, take precedence over, extend or supplement our General Terms of Delivery during inspection and performance with regard to defects.

The following regulations specify and describe the procedure, as well as the Parties' rights and obligations if the Customer complains about a defect. This regulates the procedure if a complaint is made about a defect which, after the goods complained about have been sent to IDS, shall be examined by the latter on site, inspected and, if necessary, remedied by IDS – without across-the-board recognition of a legal obligation to do so – by means of subsequent improvement and/or subsequent delivery.

### I. General information and inclusion of these GTD

1. The Customer was informed of the inclusion and validity of the General Terms of Delivery and GTD when visiting our website, in the context of the purchase order, commission or invoice.
2. If the Customer reports a defect and sends the item to IDS for inspection to verify whether a defect actually exists, the Customer acknowledges the validity and inclusion of these GTD, as amended.
3. IDS shall only be bound by the Customer's general terms – including those that differ from and supplement IDS's General Terms – if it has expressly accepted the same in writing. The Customer's general terms shall not become part of the contract even if the (purchase) order is accepted and executed.

### II. Return merchandise authorisation (RMA) number and RMA slip for return shipment

1. If the Customer reports a defect to IDS and wishes to return the item to IDS, the Customer must first request a return merchandise authorisation (RMA) number online at: <https://en.ids-imaging.com/support.html> by completing the RMA form. IDS shall not accept submissions without the completed RMA form and shall return them to the Customer. In this case, the Customer shall bear the transport costs of this return.

If the Customer has sent the RMA form through the IDS website, IDS shall check the information provided by the Customer. Should IDS have any queries, it shall contact the Customer. If IDS has all the necessary information, the Customer shall usually receive an RMA slip (which entitles the Customer to return the goods) by email within two working days.

2. If the item is returned to IDS (following receipt of the RMA slip), IDS shall first check whether a defect exists – without any across-the-board or implied recognition of a legal obligation to perform subsequent improvement or make a subsequent delivery.
3. The current 'Free Carrier' (FCA) Incoterms 2020, as amended, shall apply to international, cross-border shipments and deliveries.

### III. The Customer's obligations before / when sending in the item for the purpose of defect inspection

1. The Customer must restore the item to its original condition before sending it in to IDS. Parts that the Customer or other third parties

have attached are to be removed. If attached parts impede the inspection, IDS may refuse to inspect the defect, or the inspection shall be limited.

2. Before returning the item, the Customer must pack it appropriately for transport and secure it adequately against damage. The RMA number is to be clearly and visibly indicated on the packaging. The RMA slip is to be enclosed with the delivery. The Customer should send the item to IDS within 14 days of receiving the RMA slip at the latest. IDS shall not be liable for damage to the item caused by the Customer and/or the carrier / freight forwarder when returning the item.
3. Prior to shipment to IDS, the Customer shall ensure that the item is free of hazardous substances or other materials / residues that are harmful to health (e.g. bacteria, viruses, corrosive chemicals, radioactive residues) that could be deposited on the item when it is used by the Customer. If IDS suspects that such substances, materials or residues are sticking to the item, it may refuse acceptance for repair purposes according to Section 439 (4) and Section 275 (2) and (3) of the German Civil Code. The Customer and IDS must then discuss whether and how the item can be inspected without IDS, IDS employees, other third parties or their health being harmed.

The Customer shall be liable in particular for risk to life and limb or harm to health suffered by IDS employees or other third parties as a result of sending in the contaminated item.

IDS may require the Customer to prove that the item is not contaminated.

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### IV. Flat-rate remuneration for repairs (that do not fall under the warranty and guarantee)

If the Customer commissions the inspection and/or repair of an item once the warranty periods or contractually agreed quality guarantees have expired, separate flat-rate repair fees shall be agreed between the Customer and IDS. They shall be based on the current IDS repair price lists, as amended (Annex 1).

IDS is not required to provide the Customer with a (preliminary) cost estimate prior to the repair. (Preliminary) cost estimates are not binding. In the event that the repair is based on a (preliminary) cost estimate and the actual expenses and costs of the repair substantially exceed the preliminary cost estimate, IDS shall notify the Customer to this effect without delay.

### V. Replacement in advance (replacement device before the defect inspection)

1. In individual cases to be discussed with IDS in advance (e.g. imminent danger, operational failure, delivery failure), the Customer may receive a replacement device even before the defect inspection has been carried out. In this case, the Customer must pay the purchase price for the replacement device.
2. If IDS determines after inspecting the item sent in that a defect already existed at the time of transfer of risk (time of purchase), the Customer shall receive a cancellation invoice for the defective item sent in – as determined by IDS – and reimbursement of the excess purchase price paid. The Customer and IDS may agree that payment of the purchase price and payment of the replacement device shall be offset.

3. If IDS determines that a defect originates from the Customer's sphere, i.e. the Customer is responsible for the defect, no warranty case shall exist. In this case, the purchase price shall not be refunded. The item sent in shall be repaired according to the agreed flat-rate repair fees, which are based on the current IDS repair price lists, as amended (Annex 1).
4. The inspection of a defect shall be carried out without any across-the-board or implied recognition of a legal obligation to perform subsequent improvement or to make a subsequent delivery.

### VI. Carrying out repairs, deleting camera contents and disposing of components

1. IDS advises the Customer that, for reasons of confidentiality and data protection, IDS shall reset the IDS NXT models to the factory settings prior to the defect inspection and examination process. Any camera content (Vision Apps / JSON files) shall be permanently and unrecoverably deleted. IDS recommends that the Customer back up the data beforehand. IDS shall install the default Vision Apps after IDS NXT camera repair.
2. For all uEye cameras with Vision standard support (U3 or GV models) and IDS NXT devices, the latest device firmware is installed during repair.
3. According to Section 439 (5) of the German Civil Code, the Customer shall be obligated to return to IDS the rejected item to be exchanged or replaced by providing and transferring to IDS possession and ownership of the item to be exchanged or replaced (whole item, replaced

individual parts). This shall be done by the Customer sending in / returning the item to IDS and declaring clearly to IDS, e.g. by email, that they irrevocably relinquish ownership and possession of the item with immediate effect and transfer it to IDS. IDS may then keep the item, further process it and/or dispose of it at its own expense.

In addition, IDS may demand compensation from the Customer for the benefits and advantages derived from the use of the replaced item according to Sections 346 – 348 of the German Civil Code.

### VII. Post-repair shipping by the transport company

IDS shall commission a suitable transport company to transport the (repaired) item to the Customer at the Customer's expense and risk if the Customer does not inform IDS of a transport company or does not collect the item themselves. The transport company's general terms of delivery, as amended, shall apply.

### VIII. Extension of warranty periods

1. The defect-related subsequent improvement, or subsequent improvement for reasons of goodwill (e.g. the Customer causes the defect) does not in principle lead to the warranty / limitation periods restarting according to Section 212 (1), no. 1, fourth alternative of the German Civil Code. IDS may carry out the defect inspection and rectification without acknowledging a legal obligation to perform subsequent improvement and to make a subsequent delivery. If the prerequisites of an inhibiting state of affairs are present, the limitation period shall be suspended for the duration of the defect inspection and rectification process according to Section

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203 of the German Civil Code. The limitation period shall then commence at the earliest 3 months after completion of the defect inspection and/or rectification process.

2. If the Customer commissions IDS to inspect and/or rectify an item's defectiveness once the warranty periods and any agreed guarantee periods have expired, the provisions and limitation rules set out in the law on contracts for work and services according to Section 631 et seq. of the German Civil Code. The Customer and IDS must conclude a new contract (for work and services) for the repair of the item because this no longer constitutes a warranty case (under sales of goods law). The current IDS repair price lists, as amended (Annex 1), shall apply to this.

### **IX. Place of performance and fulfilment for inspection and performance with regard to defects**

The place of performance and fulfilment shall be IDS's registered office in Obersulm (Heilbronn district, Germany). The Customer must bring the item to IDS for inspection and, after inspection and performance, collect it from there at their own expense or commission a third party to collect it at their own expense.

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### Appendix 1 - IDS Repair Price List

Type	Net Price (excl. VAT)
Repair of a LE and XS camera	100,00 €
Repair of IDS NXT and FA camera models	280,00 €
Repair of all other camera models beginning with „UI“ / „GV“ / „U3“	180,00 €
Repair of ENSENSO 3D cameras	500,00 €
Cleaning fee (including Filter cleaning/replacement) for camera models beginning with „UI“ / „GV“ / „U3“	80,00 €
Handling fees for return deliveries due to incorrect order of Ensenso 3D cameras	250,00€ per piece
Handling fees for return deliveries from incorrect orders	25,00 € per piece
Error analysis in case of missing defect description	40,00 €
If the returned goods do not have a defect, or the product is beyond repair, a handling fee will be charged.	40,00 €
If the repair rate exceeds the current price of the camera, we reserve the right to return the defective camera to you without repairing it and charging a handling fee. In this case, we recommend that you order a new camera.	40,00 €