General Terms and Conditions of Delivery and Sale of IGB-tech GmbH

I. General / Scope of Application

(1) Our Terms and Conditions of Delivery and Sale (GTC) as well as the references in the contracts to be concluded between us and the Purchaser shall apply exclusively; we do not recognize any terms and conditions of the Purchaser that conflict with or deviate from these GTC unless we have expressly agreed to their validity in writing. Our General Terms and Conditions shall also apply if we carry out the delivery to the customer without reservation in the knowledge that the customer's terms and conditions conflict with or deviate from these General Terms and Conditions.

All agreements made between us and the customer for the purpose of executing the sales or delivery contract must be in writing.

Insofar as written form is provided for in these GTC, a fax without signature or an e-mail on our part shall also be sufficient for order confirmations and orders.

Our General Terms and Conditions shall only apply to entrepreneurs, legal entities under public law and special funds under public law within the meaning of §14 BGB or § 310 BGB.

II. Product characteristics / samples / manufacturer's specifications / consulting services / offer / offer documents / conclusion of contract

Our offers are subject to change unless otherwise stated in the order confirmation. Orders placed with us on the basis of our General Terms and Conditions shall only lead to the conclusion of a contract if they have been confirmed by us in writing or if we have commenced with the execution of the contract or with deliveries. Subsidiary agreements and amendments require our written confirmation.

2. even in the case of orders confirmed by us, we shall be released from a delivery obligation if the delivery or partial delivery is or becomes impossible for us due to unforeseen obstacles for which we are not responsible. Such reasons are e.g. official orders, force majeure or failure of timely and correct self-delivery.

The documents belonging to our offers, such as illustrations, drawings, weight and dimension specifications, as well as samples, brochure specifications or information resulting from other advertising material, do not constitute an agreement on quality within the meaning of §§ 434 Para. 1 Sentence 1 and Sentence 2 BGB. Samples shall be deemed to be non-binding illustrative samples. We reserve the right of ownership and copyright to our cost estimates, drawings and other documents provided to the customer; they may not be made accessible to third parties. We undertake to make plans designated by the customer as confidential available to third parties only with the customer's consent.

4. consulting services by our employees and representatives are provided to the best of our knowledge. Details and information about the suitability and application of our products for certain processes and purposes are non-binding and do not constitute an agreement on quality within the meaning of §§ 434 para. 1 sentence 1 and sentence 2 BGB. Due to the different requirements and individual conditions in the use of our products, we cannot give any guarantee with regard to uniformity of effectiveness and mode of action of a product. The customer is in any case obliged to convince himself of the effectiveness and usability of the delivered goods for the use intended by him by means of his own tests.

Since the processing conditions and the areas of application for our products are very different, we can only provide general guidelines with our processing instructions. If special requirements are made which lie outside the areas of application and working conditions addressed in the processing instructions, we are prepared to provide further advice for the purpose of support; this does not create any legal obligations on our part of any kind. Consumption data in our processing instructions are average empirical values.

6 IGB-tech GmbH does not assume any procurement risk and also no guarantees of any kind, unless an express written agreement has been concluded with the customer in this respect.

7. orders/orders already placed by fax, e-mail, letter or telephone cannot be revoked by the client, even if the order confirmation has not yet been issued by us.

III. delivery periods

1. delivery dates and delivery periods are only binding if they are expressly agreed. Agreed delivery periods shall commence on the date of our order confirmation, but not before the technical issues of the order have been fully clarified. The latter shall also apply to delivery dates.

The delivery period shall be deemed to have been met if the delivery item has left the factory or notification of readiness for dispatch has been given by the time the delivery period expires.

(3) The delivery period shall be extended appropriately in the event of measures within the scope of labor disputes, in particular strikes and lockouts, as well as in the event of the occurrence of unforeseen obstacles which are beyond our control, insofar as such obstacles demonstrably have a significant influence on the completion or delivery of the delivery item. This shall also apply if circumstances occur at our sub-suppliers which influence our delivery obligation towards the customer. We shall not be responsible for the aforementioned circumstances even if they occur during an already existing delay. In important cases, we will inform the customer of the beginning and end of such obstacles as soon as possible.

(4) In the event of a delay on our part, the Purchaser shall be entitled, after setting a grace period of 4 weeks, to withdraw from the contract and, if it has suffered damage due to our delay, to claim compensation for the delay to the exclusion of any further claims. This shall amount to 1/2 per cent for each full week of delay, but in total not more than 5 per cent of the value of that part of the total delivery which cannot be used in time or in accordance with the contract as a result of the delay. We shall not be liable if the damage would also have occurred if the delivery had been made on time.

If shipment is delayed at the request of the customer, he shall be charged for the costs incurred by storage, starting one month after notification of readiness for shipment, but in the case of storage in our works at least 1/2 per cent of the net invoice amount for each month. However, we shall be entitled to dispose otherwise of the delivery item after setting and fruitless expiry of a reasonable deadline and to supply the customer with a reasonably extended deadline.

6. compliance with the delivery period requires the fulfillment of the contractual obligations of the purchaser.

(7) Any claims for damages arising from non-compliance with delivery periods or delivery dates or from non-delivery shall be limited to a maximum of twice the net invoice value of the goods concerned, without prejudice to the provision in paragraph (4), insofar as the managing director(s) or one of our employees negligently caused the delay or the impossibility of delivery.

IV. Prices / Terms of payment

1. Unless otherwise stated in the order confirmation, our prices shall apply excluding packaging and shipping from D-67159 Friedelsheim or, at our option, from the nearest airport. Orders for which fixed prices have not been expressly agreed shall be invoiced at the list prices valid on the date of delivery. The statutory value added tax is not included in our prices; it will be shown separately in the invoice at the statutory rate on the day of invoicing.

(2) The Purchaser shall be in default if it does not settle payments no later than 30 days after receipt of an invoice or equivalent request for payment, unless other payment terms have been agreed. Notwithstanding paragraph (1), the Purchaser shall also be in default if it is agreed that the purchase price is to be paid at a calendar date and the Purchaser does not make payment by this date at the latest. Invoices are due for payment without deduction. We reserve the right to make deliveries only against payment in advance or cash on delivery, especially in the case of first orders or after payment due dates have been exceeded.

3. payments shall only be deemed to have been received by us when we can dispose of them.

The customer may only offset a counterclaim against us if it is undisputed and has been legally established. Furthermore, in such a case, he shall be entitled to exercise a right of retention insofar as his counterclaim is based on the same contractual relationship.

In the event of default in payment, the customer shall pay us interest on arrears at a rate of 8% above the respective prime rate of the European Central Bank, subject to our assertion of further claims for damages.

6. we can make outstanding deliveries dependent on the timely receipt of payment of due claims. If, after conclusion of the contract, we become aware of circumstances which reduce the creditworthiness of the customer, we may withdraw from the contract, demand immediate payment or the return of the goods already delivered, irrespective of due dates.

V. Transfer of risk / insurance / packaging

Unless otherwise agreed, delivery shall be made FCA Friedelsheim in accordance with the Incoterms® 2020 of the International Chamber of Commerce. In the event of shipment, packaging, freight and transport insurance costs shall be invoiced additionally.

2. the risk shall pass to the customer at the latest upon dispatch of the delivery item, even if partial deliveries are made or we have assumed other services, e.g. the shipping costs or delivery and installation.

If the shipment is delayed due to circumstances for which the customer is responsible, the risk shall pass to the customer from the day of readiness for shipment; however, we shall be obligated to effect the insurances requested by the customer at the latter's request and expense.

(4) Delivered items, even if they have minor defects, shall be accepted by the Purchaser without prejudice to the rights under Section VII.

Partial deliveries are permissible, unless the customer proves that the partial delivery is unreasonable for him.

6. transport packaging and all other packaging in accordance with the packaging ordinance will not be taken back. The customer is obliged to dispose of the packaging at his own expense.

VI. retention of title

(1) We retain title to the delivery item until receipt of all payments under the delivery contract. The retention of title shall also remain in force for claims of us against the customer from the current business relationship until the settlement of claims in connection with the purchase.

(2) Until payment has been made in full, the customer is obliged to insure the delivery item adequately at its own expense against fire, water, theft and other damage at replacement value. If the customer does not provide the corresponding proof, we are entitled to insure the delivery item accordingly at the customer's expense.

3. the customer may sell the delivery item against payment within the scope of his business, but not pledge it, assign it as security to third parties or otherwise dispose of it to the detriment of the reserved property.

In the event of seizures or other interventions by third parties, the customer shall notify us immediately in writing so that we can take legal action in accordance with §771 of the German Code of Civil Procedure (ZPO). Insofar as the third party is not in a position to reimburse us for the judicial or extrajudicial costs of a lawsuit pursuant to §771 ZPO, the customer shall be liable for the damage incurred by us as a result.

(5) In the event of the sale of the goods subject to retention of title or of the product manufactured with them, the customer hereby assigns to us, without any further agreement being required in the individual case, the claims against third parties arising from the resale in the amount of the final invoice amount (including VAT) of our claim accruing to him from the resale against his customers or third parties, irrespective of whether the purchased item/goods have been resold without or after processing. The customer shall remain authorized to collect this claim even after assignment. The authority of us to collect the claim ourselves shall remain unaffected. However, we undertake not to collect the claim as long as the customer meets his payment obligations from the proceeds collected, is not in default of payment and, in particular, no application for the opening of insolvency proceedings has been filed or there is no cessation of payments. However, if this is the case, we may demand that the customer informs us of the assigned claims and their debtors, provides all information necessary for collection, hands over the relevant documents and informs the debtors (third parties) of the assignment.

(6) In the event of a breach of contract by the customer, in particular in the event of default in payment, we shall be entitled to take back the goods after prior warning and setting of a deadline, and the customer shall be obliged to surrender the goods to us. The costs incurred on the occasion of taking back or handing over the goods shall be borne by the customer. The assertion of a reservation of title by us as well as the seizure of the delivery item by us shall not be deemed a withdrawal from the contract.

VII Claims for defects

We shall be liable for defects in the delivery to the exclusion of further claims, notwithstanding Section VIII, as follows:

(1) The delivery item (with the exception of perishable goods) shall be repaired or replaced free of charge at our reasonable discretion and at our discretion if, within 12 months after the transfer of risk, it proves to be unusable or its usability is significantly impaired as a result of a circumstance that occurred prior to the transfer of risk. We must be notified immediately in writing of the discovery of such defects. In contrast, obvious defects and defects which can be identified by an inspection of the delivery item after receipt must be reported to us in writing without delay - at the latest within 10 days of delivery to the customer - in order to preserve the right to claim for defects. The above rules shall also apply to partial deliveries. Customary minor deviations in manufacture or coloration do not constitute defects.

If the supplementary performance fails twice, the customer shall be entitled to demand a reduction of the purchase price or to withdraw from the contract.

3. no warranty is given for damages caused by the following reasons:

a) Unsuitable, faulty, negligent or improper storage, processing or use of the delivery item by the customer or third parties causing damage, as well as chemical, electrochemical, electrical or other influences usually negatively affecting the delivery item, provided that we are not responsible for them.

b) Processing or use of material whose expiration date has passed.

4. the customer shall, after consultation with us, give us the necessary time and opportunity to carry out all repairs and replacement deliveries which we deem necessary in our reasonable discretion, otherwise we shall be released from our liability for defects.

5. mitigation measures - such as the prompt shipment of replacement goods in the event of a suspected.

6. any modifications, technical changes or self-repairs to the delivered equipment are strictly prohibited and will result in immediate loss of warranty.

General Terms and Conditions of Delivery and Sale of IGB-tech GmbH

VIII. Liability

1. if we have to pay for damage caused by slight negligence on the basis of the statutory provisions in accordance with these terms and conditions, our liability shall be limited:

Liability shall only exist in the event of a breach of material contractual obligations and shall be limited to the typical damage foreseeable at the time of conclusion of the contract, but to a maximum of twice the net invoice value of the goods concerned. This limitation shall not apply in the event of injury to life, limb or health. Insofar as the damage is covered by an insurance policy taken out by us for the claim in question (with the exception of sum insurance), we shall only be liable for any associated disadvantages suffered by the customer, e.g. higher insurance premiums or interest disadvantages until the claim is settled by the insurance company.

Apart from that, we shall not be liable for damages caused by slight negligence due to a defect of the delivery item.

(2) Irrespective of any fault on our part, any liability on our part in the event of fraudulent concealment of the defect, from the assumption of a guarantee or a procurement risk and in accordance with the Product Liability Act shall remain unaffected.

3. liability due to delay in delivery is conclusively regulated in section III paragraph (4).

(4) Insofar as our liability for damages is excluded or limited, this shall also apply with regard to the personal liability for damages of our employees, representatives and vicarious agents. In all cases, liability for damages shall be limited to the foreseeable, typically occurring damage, but not more than twice the net invoice value of the goods concerned.

5. further claims are excluded, in particular claims due to damage-causing use of the delivery item by the purchaser or third parties.

7. special notes

a) IGB-tech GmbH is not manufacturer but distributor for industrial components of external manufacturers. Therefore, IGB-tech GmbH does not carry out any control of these products. Decisive is the final inspection at the respective manufacturer. It is the responsibility of the customer to examine the product delivered by IGB-tech GmbH for the product characteristics and the possible uses. IGB-tech GmbH cannot guarantee and vouch for the fact that the delivered products are not used by the customer or third parties causing damage.

b) The products we distribute are intended exclusively for industrial use and may not be transferred to private individuals under any circumstances.

c) The Customer is obliged to take note of the complete documentation of the product and to follow the instructions contained in the documentation.

IX. Export control regulations

1. certain goods are subject to German and/or US and/or Canadian export control regulations. The Purchaser shall be responsible for compliance with the relevant regulations in the event of onward delivery abroad.

X. Other provisions

Should one or more provisions of these GTC be or become ineffective, the effective provision or handling that corresponds to the ineffective provisions in the economic result or comes closest shall take their place. The validity of our GTC is not affected in all other respects.

XI. Place of performance / place of jurisdiction / applicable law

1. place of performance is our place of business, unless otherwise stated in the order.

The place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be our place of business. We are granted the right to bring an action at any other place of jurisdiction justified for the customer.

The law of the Federal Republic of Germany shall apply to the contract. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.

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