

As amended up to: June 2021

## I. Application

1. Any delivery and any services shall exclusively be governed by the present General Terms and Conditions of Business and Delivery (hereinafter „terms“) der IPAS GmbH, Hölscherstr. 27, 47167 Duisburg, Germany (hereinafter „IPAS“).
2. The terms shall also apply to all future deliveries, services, or offers addressed to the customer, even if they are not again separately agreed upon.
3. In the event of any ambiguity or inconsistency, the more specific provisions of the offers of IPAS shall prevail over the provisions of these terms. In case of doubt the following order applies:
  - a. The offers by IPAS;
  - b. the present terms;
  - c. statutory provisions.

In the event of contradictions the first-mentioned provisions shall always take precedence over the last-mentioned provisions. Gaps shall be filled by the respective lower-ranking provisions. In the case of agreements in chronological order, the more recent shall take precedence over the older.

4. Terms and conditions of the customer or third parties shall not apply, even if IPAS does not separately object to their application in the individual case. Even if IPAS refers to a letter which contains or refers to the terms and conditions of the customer or a third party, this does not constitute an agreement with the validity of those terms and conditions.
5. For software products, the respective IPAS End User License Agreements (EULA) shall apply in addition to the terms.

## II. Offer and conclusion of contract

1. Written offers are binding for 60 days, unless otherwise specified in writing. Otherwise, offers, price lists and other advertising documents are subject to change and non-binding.
2. An agreement is concluded either by timely acceptance of a written offer or otherwise with the order confirmation determining the scope of the obligations assumed by IPAS.
3. Supplements and amendments to the agreements made, including these terms, must be in writing in order to be effective. With the exception of managing directors or authorized signatories, the employees of IPAS are not entitled to make oral agreements deviating from the written agreement. Telecommunication, in particular by telefax or by e-mail, shall be sufficient to comply with the written form, provided that a copy of the signed declaration is transmitted.
4. Information provided by the purchaser on the subject of the delivery or service (e.g. weights, dimensions, utility values, load-bearing capacity, tolerances, and technical data) as well as our representations of the same (e.g. drawings and illustrations) are only approximately authoritative, unless usability for the contractually intended purpose requires exact conformity. They are not guaranteed quality features, but descriptions or identifications of the delivery or service. Deviations that are customary in the trade and deviations that occur due to legal regulations or represent technical improvements as well as the replacement of components by equivalent parts are permissible insofar as they do not impair the usability for the contractually intended purpose.
5. IPAS retains ownership or copyright of all offers and cost estimates submitted by it as well as drawings, illustrations, calculations, brochures, catalogs, models, tools, and other documents and aids made available to the customer. The customer may not make these items available to third parties, either as such or in terms of content, disclose them, use them himself or through third parties or reproduce them without the express consent of IPAS. Upon IPAS' request, the customer shall return these items in full to IPAS and destroy any copies possibly made if they are no longer required by the customer in the ordinary course of business or if negotiations do not lead to the conclusion of a contract. This does not apply to the storage of electronically provided data for the purpose of usual data backup.

## III. Prices

Prices quoted for deliveries are ex plant or ex warehouse Duisburg, excluding packaging and plus the value-added tax applicable on the date of delivery or performance, in the case of export deliveries also plus customs duties and fees and other public charges.

## IV. Reservation of title

1. The following agreed reservation of title serves as security for all current and future claims of IPAS against the Purchaser arising from the supply relationship between the contracting parties (including balance claims from a current account relationship limited to this supply relationship).

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2. The goods delivered by IPAS to the customer shall remain the property of IPAS until full payment of all secured claims. The goods as well as the goods covered by the reservation of title taking their place according to the following provisions are hereinafter referred to as "goods subject to reservation of title".
3. The customer shall store the goods subject to reservation of title for IPAS free of charge.
4. The customer is entitled to process and sell the goods subject to reservation of title in the ordinary course of business until the case of realization (IV. cipher 9) occurs. Pledges and transfers of ownership by way of security are not permitted.
5. If the goods subject to reservation of title are processed by the customer, it is agreed that the processing shall be carried out in the name and for the account of IPAS as manufacturer and that IPAS shall acquire direct ownership or - if the processing is carried out from materials of several owners or the value of the processed item is higher than the value of the goods subject to reservation of title - co-ownership (fractional ownership) of the newly created item in the ratio of the value of the goods subject to reservation of title to the value of the newly created item. In the event that IPAS does not acquire such ownership, the customer hereby assigns to IPAS as security its future ownership or - in the above ratio - co-ownership of the newly created item. If the goods subject to reservation of title are combined or inseparably mixed with other items to form a uniform item and if one of the other items is to be regarded as the main item, IPAS shall, insofar as the main item belongs to it, transfer to the customer pro rata co-ownership of the uniform item in the ratio specified in sentence 1.
6. In the event of resale of the goods subject to reservation of title, the customer hereby assigns to IPAS by way of security the resulting claim against the purchaser - in the event of co-ownership of the customer in the goods subject to reservation of title, in proportion to the co-ownership share. The same applies to other claims which take the place of the goods subject to reservation of title or otherwise arise with regard to the goods subject to reservation of title, such as insurance claims or claims in tort in case of loss or destruction. IPAS revocably authorizes the customer to collect the claims assigned to IPAS in its own name. The customer may only revoke this collection authorization in case of realization.
7. If third parties gain access to the goods subject to reservation of title, in particular by seizure, the customer shall immediately notify them of IPAS's ownership and inform IPAS thereof in order to enable IPAS to enforce its ownership rights. If the third party is not in a position to reimburse IPAS for the court or out-of-court costs incurred in this connection, the customer shall be liable to IPAS for these costs.
8. IPAS will release the goods subject to reservation of title as well as the items or claims replacing them if their value exceeds the amount of the secured claims by more than 50%. The selection of the items to be released thereafter shall be at IPAS' discretion.
9. If IPAS withdraws from the contract (in the event of enforcement) in case of a breach of contract by the Customer - in particular default of payment - IPAS shall be entitled to demand the return of the goods subject to reservation of title.

## V. Terms of payment, set-off

1. Unless otherwise agreed in writing, payments are due without deduction 30 days after the invoice date.
2. In case of default of payment by the customer or deferral, IPAS is entitled to charge interest in the amount of 5 percentage points above the base interest rate. IPAS reserves the right to claim further damage caused by default.
3. If the customer ceases payments or if insolvency proceedings are instituted against his assets, all claims shall become due immediately without the need for a separate due date.
4. The customer shall only be entitled to offset or withhold payment with or on account of undisputed or legally established claims.

## VI. Deadline for deliveries or services

1. All obligations of IPAS are subject to proper self-delivery. A corresponding declaration by the pre-supplier shall be deemed sufficient proof that IPAS is prevented from delivery through no fault of its own.
2. In the event of force majeure and other circumstances for which IPAS is not responsible, e.g. difficulties in procuring materials, operational disruptions, strikes, lockouts, deficiencies in means of transport, official interventions, energy supply problems, pandemics and the like - even if they occur at a sub-supplier - the delivery period shall be extended to a reasonable extent. IPAS shall, however, notify the customer without delay. If delivery or performance becomes permanently impossible due to such a circumstance or if IPAS is entitled to refuse performance due to such a circumstance (section 275 paragraphs 2 and 3 BGB (German Civil Code)), IPAS may withdraw from the contract. If the delay in delivery lasts longer than two months, the customer may withdraw from the contract. If the delivery time is extended due to such a circumstance or if IPAS is released from its delivery obligation, the customer cannot derive any claims for damages from this.
3. IPAS is entitled to partial performance to a reasonable extent. Insofar as partial performance is reasonable, the customer's interest in receiving the performance shall continue to exist.

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4. If the customer is in default with the payment of an earlier delivery, IPAS is entitled to withhold deliveries until the payment of the earlier delivery, without being obliged to compensate the customer for any damage incurred.

## VII. Design changes, industrial property rights

1. IPAS reserves the right to make design changes at any time, provided that these are not associated with significant disadvantages for the customer. IPAS is not obliged to make such changes also to products already delivered.
2. In accordance with VII. cipher 2 et seq. IPAS warrants that the delivery item is free of industrial property rights or copyrights of third parties. Each contracting party shall immediately notify the other contracting party in writing if claims are asserted against it due to the infringement of such rights. I. Item 5 shall remain unaffected.
3. In the event that the delivery item infringes an industrial property right or copyright of a third party, IPAS shall, at its option and at its expense, modify or replace the delivery item in such a way that no third party rights are infringed any more, but the delivery item continues to fulfil the contractually agreed functions, or provide the customer with the right of use by concluding a license agreement with the third party. If IPAS does not succeed in doing so within a reasonable period of time, the customer is entitled to withdraw from the contract or to reduce the purchase price appropriately. Any claims for damages of the customer are subject to the limitations of these terms with the exception of clause X. cipher 7.
4. In case of infringement of rights by products of other manufacturers delivered by IPAS, IPAS shall, at its option, assert its claims against the manufacturers and sub-suppliers for the account of the customer or assign them to the customer. In such cases, claims against IPAS shall only exist in accordance with clause VII. cipher 2 et seq. if the judicial enforcement of the aforementioned claims against the manufacturers and suppliers was unsuccessful or is futile, e.g. due to insolvency.

## VIII. Transfer of risk

The risk, including the risk of seizure by the authorities, shall pass to the Purchaser when the goods are handed over to a carrier, but at the latest when the goods leave the IPAS plant or warehouse.

## IX. Warranty, guarantee under statutory provisions

1. IPAS does not assume any guarantees for the quality of the goods. The declarations made by IPAS regarding the quality or certain features or characteristics of the goods shall only serve to determine the agreed quality of the item within the meaning of section 434 BGB (German Civil Code). The assumption of a further quality guarantee by IPAS requires that IPAS expressly declares in writing that it assumes a warranty which goes beyond the statutory claims of the customer and which is intended to grant the customer rights independent of the statutory claims.
2. Any durability warranties are only effective and binding, if they are made in writing and the guarantee declaration also contains the content, scope and limits of the warranty. If one of the requirements mentioned in sentence 1 is not fulfilled, the durability guarantee shall be invalid.
3. The delivered items shall be inspected carefully immediately after delivery to the customer or to the third party designated by the customer. With regard to obvious defects or other defects which would have been recognizable in the course of an immediate, careful inspection, they shall be deemed to have been approved by the customer, if IPAS does not receive a written notice of defect within (seven) working days after delivery. With regard to other defects, the delivery items shall be deemed to have been accepted by the customer, if the notice of defect is not received by IPAS within (seven) working days after the point in time when the defect became apparent; if the defect was already apparent at an earlier point in time during normal use, this earlier point in time shall, however, be decisive for the commencement of the period for giving notice of defects. At the request of IPAS, a delivery item which is the subject of a complaint must be returned to IPAS carriage paid. In the event of a justified complaint, IPAS shall reimburse the costs of the most favorable shipping route; this shall not apply if the costs are increased because the delivery item is located at a place other than the place of the intended use.
4. Incorrect deliveries or defects shall be notified by the customer in writing without delay, stating the specific nature of the incorrect delivery or defect. They do not entitle the customer to withhold the invoice amounts. The customer shall check the integrity of the packaging immediately upon delivery and report any defects without delay. Furthermore, the customer must immediately arrange for a documented inspection of the facts and notify IPAS; otherwise, the assertion of any transport damage is generally excluded.
5. If the delivered goods are defective, the customer may demand subsequent performance. Subsequent performance shall be effected either by removal of the defect or by delivery of goods free of defects. The customer's claim for supplementary performance shall not include the removal of defects or malfunctions caused by external influences not foreseen in the contractual use, operating errors of the customer or its customers or similar. The supplementary performance does neither include the removal of the defective item nor the renewed installation, if IPAS was not

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originally obliged to install the item. If the supplementary performance fails or if IPAS does not remedy a defect within a reasonable period of grace set by the customer, the customer is entitled to withdraw from the contract or to reduce the purchase price. Any further rights of the customer to claim damages or reimbursement of expenses incurred in vain shall remain unaffected subject to the following clause X.

6. The customer's claims for supplementary performance, damages or reimbursement of futile expenses shall become statute-barred 12 months after the passing of risk; this shall not apply to claims pursuant to clause IX. cipher 7. The rescission of the contract by the customer due to non-contractual performance is invalid if the claim of the customer for supplementary performance according to sentence 1 is time-barred and IPAS invokes this.
7. The removal of defects and the shipment of the goods concerned shall be carried out outside the warranty obligation at the expense of the customer. In the case of all returns, the risk shall only pass to IPAS upon acceptance of the goods by IPAS.
8. In case of defects of components of other manufacturers, which IPAS cannot remedy due to licensing or factual reasons, IPAS shall, at its option, assert its guarantee claims under statutory provisions against the manufacturers and suppliers for the account of the customer or assign them to the customer. In case of such defects, guarantee claims under statutory provisions against IPAS shall only exist under the sundry conditions and in accordance with these terms, if the legal enforcement of the aforementioned claims against the manufacturer and supplier was unsuccessful or is futile, e.g. due to insolvency. During the duration of the legal dispute, the limitation period for the relevant warranty claims of the customer against IPAS is suspended.
9. Any guarantee under statutory provisions shall lapse, if the customer modifies the delivery item or has it modified by a third party without the consent of IPAS and if this makes it impossible or unreasonably difficult to remedy the defect. In any case, the customer shall bear the additional costs of remedying the defect resulting from the modification.
10. Claims from supplier regress (sections 478 et seq. BGB (German Civil Code)) are excluded if the defective goods have been further processed by the customer or another entrepreneur, e.g. by installation in another product.
11. A delivery of used items agreed with the customer in individual cases shall be made to the exclusion of any guarantee for material defects.

## X. Limitations of liability

1. The liability of IPAS for damages, irrespective of the legal grounds, in particular due to impossibility, delay, defective or incorrect delivery, breach of contract, breach of duties during contractual negotiations and tort, shall be limited in accordance with the provisions of clause X., insofar as fault is relevant in each case.
2. IPAS shall not be liable in case of simple negligence of its organs, legal representatives, employees, or other vicarious agents, as far as it does not concern a breach of essential contractual obligations. Material contractual obligations are the obligation to deliver and install the delivery item in due time, its freedom from defects of title as well as such material defects which impair its functionality or usability more than insignificantly, as well as consulting, protection and custody obligations which are intended to enable the customer to use the delivery item in accordance with the contract or which are intended to protect the life and limb of the customer's staff or to protect the customer's property from considerable damage.
3. Insofar as IPAS is liable for damages in accordance with clause X. cipher 2, this liability is limited to damages which IPAS foresaw as a possible consequence of a breach of contract at the time of conclusion of the contract or which it should have foreseen if it had exercised due care. Indirect damages and consequential damages resulting from defects of the delivery item are only compensable, if such damages are typically to be expected when using the delivery item in accordance with its intended use.
4. In the event of liability for ordinary negligence, IPAS' liability to pay compensation for damage to property and further financial losses resulting therefrom shall be limited to an amount equal to one and a half times the value of the order concerned per damage event, even if a breach of material contractual obligations is involved.
5. The above exclusions and limitations of liability shall apply to the same extent in favor of the organs, legal representatives, employees and other vicarious agents of IPAS.
6. As far as IPAS gives technical information or acts in an advisory capacity and this information or advice is not part of the contractually agreed scope of services owed by IPAS, this is done free of charge and under exclusion of any liability.
7. The limitations of this section according to clause X. shall not apply to the seller's liability for intentional conduct, for warranted quality characteristics, for injury to life, body, or health or according to the German Product Liability Act (Produkthaftungsgesetz).



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**XI. Instruction and product liability**

1. The customer is obliged to carefully observe the product instructions issued by IPAS and to forward them to his customers with a special notice.
2. The customer undertakes to conclude an agreement with its customers of IPAS products in accordance with the above provision.

**XII. Export control regulations**

1. When exporting IPAS products, the applicable export and control regulations must be observed.
2. Any approvals must be obtained by the customer in due time and submitted to IPAS. Should this not take place, IPAS is entitled to withdraw from the contract after unsuccessful setting of a reasonable deadline, without being liable to pay damages to the customer. The assessment of whether a product requires an export license and whether the export is subject to special control provisions shall be the sole responsibility of the customer. In any case of infringement of such provisions, the customer shall indemnify IPAS against claims of third parties of any kind whatsoever. This also applies to any costs incurred by IPAS in connection with the exercise of its rights.

**XIII. Final provisions**

1. All legal relations between IPAS and the customer shall be governed exclusively by the laws of the Federal Republic of Germany, to the exclusion of the UN Convention on Contracts for the International Sale of Goods and the conflict of laws provisions; Art. 3 para. 1 of the Rome I Regulation shall remain unaffected.
2. The place of performance and jurisdiction for all disputes shall be Duisburg, Germany.
3. Should individual provisions of these terms be or become invalid, this shall not affect the validity of the remaining provisions or of the terms themselves. Insofar as the contract or these terms contain loopholes, those legally effective provisions shall be deemed to have been agreed to fill these loopholes which the contracting parties would have agreed to in accordance with the economic objectives of the contract and the purpose of these terms if they had been aware of the loophole.
4. The German version of the present terms shall prevail in case of a collision (e.g. due to possible contradictions or ambiguities) between several language versions.