

# General Supply and Payment Conditions (GTC) of IBT GmbH Freiberg

## I

### General provisions

1. The offers of the IBT GmbH Company are subject to confirmation and without obligation. IBT GmbH reserves the right to amend texts and diagrams in their offers and prospectuses. These Conditions of Business, together with any separate contractual agreements which may be entered into, are valid for our services and supplies. Purchase conditions of the customer which deviate from these Conditions shall not constitute part of the contract, even on acceptance of order. Unless otherwise agreed, the contract shall come into existence on the written acceptance of order by IBT GmbH.

2. IBT GmbH reserves the property and copyrights in all designs, quotations, diagrams and similar data of any type and form whatsoever. These shall not be made available to third parties. IBT GmbH undertakes to allow third parties access to data and documents indicated by the customer to be confidential only with the consent of the latter.

3. In accordance with § 33 Federal Data Protection Act the customer is advised that his data shall be stored by the supplier. Data shall be processed in accordance with the Federal Data Protection Act and the Teleservices Data Protection Act.

## II.

### Prices and payments

1. Unless otherwise agreed, prices are valid ex works inclusive of loading at our works, however exclusive of packaging and unloading. Value Added Tax at the legal rate currently in force shall be added to all prices. Invoices for services are payable immediately on receipt.

2. Unless otherwise agreed, payment is to be made without deduction to the account of IBT GmbH as follows: 1/3 on receipt of the confirmation of order, 1/2 once the customer has been notified that the bulk of the order has been despatched, the remainder within one month of the passing of risk.

3. The right to withhold payments or to offset counter claims shall be available to the customer only insofar as his counter claims are undisputed or have the force of law.

4. Money orders, cheques, bills of exchange and other means of payment shall be accepted only by prior special agreement and shall be accepted in payment taking into account all recovery and discount expenses. Bills of exchange issued by IBT GmbH shall also be deemed to release us from our claims from any relationship in a winding up process.

5. In the event that IBT GmbH becomes aware, after the contract has been concluded, of specific circumstances in the economic relationships of the customer, which, dictated by prudent business judgement, make it appear that the claims of IBT GmbH are no longer secured, IBT GmbH shall be entitled to demand advance payments or the provision of securities or, where the customer fails to comply with this demand within two weeks, to withdraw from the contract after having set a final deadline of one week, or to demand damages for non-fulfilment.

## III.

### Delivery period, delay in delivery

1. The delivery period shall be determined by the agreement of the parties to the contract. Compliance by IBT GmbH presupposes that all commercial and technical issues between the parties to the contract have been resolved and that the customer has fulfilled the obligations incumbent on him, such as supplying the required governmental certifications or permissions or paying a deposit. If this is not the case, the delivery period shall be extended accordingly. This shall not apply where the delay is the responsibility of IBT.

2. Compliance with the delivery deadline is subject to IBT receiving correct and punctual delivery. Where delays become apparent IBT GmbH shall notify the other party as soon as is feasible.

3. The delivery deadline has been complied with, when the delivery object has left the premises of IBT GmbH up to the date of expiry of the period or IBT GmbH has communicated readiness for despatch. In so far as acceptance is required - other than in the case of justified rejection of goods - the date of acceptance is binding, in the alternative the communication of readiness for acceptance shall be binding.

4. In the event that the despatch or the acceptance of the delivery object is delayed for reasons, which are within the control of the customer, the costs arising from the delay shall be charged to him, beginning 1 month from communication of the readiness for despatch or acceptance.

5. In the event that the non-compliance with the delivery period can be traced to events, which lie outside the sphere of influence of IBT GmbH, such as force majeure (e.g. natural disasters of all kinds, in particular earthquakes, floods, storms, volcanic eruptions, epidemics but also minor accidents such as riot, blockade, fire, civil war, embargo, hostage-taking, war, revolution, sabotage, strikes, terrorism, traffic accidents or industrial Meaning production disturbances), industrial action or other events, the delivery period shall be extended accordingly. IBT GmbH shall notify the customer as soon as possible of the beginning and end of these circumstances.

6. The customer is entitled to withdraw from the contract without giving notice, if it becomes definitively impossible before the passing of risk for the supplier to perform the service completely. The customer is moreover entitled to withdraw from the contract, if the performance of a part of the delivery becomes impossible during the fulfilment of an order and he has a justified interest in rejecting the part delivery. If this is not the case, the customer shall be obliged to pay the contract price due on the part delivery. The same shall apply in the case of inability to perform on the part of IBT GmbH. Otherwise Section VII.2. shall apply. In the event that the impossibility or the inability to perform arises during the default of acceptance or if the customer is solely or largely and predominantly responsible for these circumstances, he shall remain under a duty to provide consideration.

7. In the event that IBT GmbH defaults and thereby causes damage to the customer, the customer shall be entitled to demand a fixed rate compensation for delayed completion. This shall amount to 0.4% for every full week of delay, however in total it shall amount to a maximum of 4% of the value of the part of the total delivery, which can be used neither in good time nor according to the contract by reason of the delay. If, after the due date and having regard to the statutory exceptions, the customer has set IBT GmbH a reasonable deadline for performance and if the deadline has not been honoured, under the provisions of the law the customer shall be entitled to withdraw. Further claims arising from delay in delivery are prescribed exclusively in accordance with Section VII.2 of this condition.

## IV.

### Transfer of risk, regulation of acceptance

1. The risk shall pass to the customer, when the delivery object has left the works, even where there are part deliveries or where IBT GmbH has undertaken other services, such as delivery and installation or has assumed the shipping costs. Insofar as there has been acceptance, this shall be binding for the transfer of risk. The risk must pass without delay at the deadline for acceptance, in the alternative after the notification by IBT GmbH of readiness to accept. The customer may not refuse acceptance where a non-material defect exists.

2. In the event that despatch or acceptance is delayed or remains unperformed, as a result of circumstances beyond the control of IBT GmbH, the risk passes to the customer from the date of the notification of readiness to despatch or to accept. IBT GmbH undertakes to take out insurance policies at the cost of the customer, if the customer requires this.

3. Part deliveries are permitted insofar as these are not unreasonable for the customer.

## V.

### Retention of title

1. IBT GmbH reserves title in the delivery object until all payments arising from the supply contract have been received.

2. IBT GmbH shall be entitled to ensure the delivery object at the cost of the customer against theft, breakage, fire and water damage and other types of damage, unless the customer can provide evidence that he has himself taken out the necessary insurance.

3. The customer may not sell or pledge the delivery object or assign it as a security. The customer must notify IBT without delay of any case of distraint, confiscation or other acts of disposal by third parties.

4. Where the customer acts in a manner contrary to the contract, in particular in the case of default of payment, IBT GmbH shall be entitled to issue a warning and thereafter to demand the return of the delivery object and the customer shall be bound to surrender the said object.

5. By reason of the retention of title IBT GmbH is entitled to demand the return of the delivery object

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only when the customer has withdrawn from the contract.

6. Any petition to open insolvency proceedings shall entitle IBT GmbH to withdraw from the contract and to demand the immediate return of the delivery object.

## VI.

### Claims for defects

For defects of any type whatsoever in the delivery and excluding further claims -under reserve of Section VII- IBT GmbH warrants as follows:

### Material defects

1. Those parts, which prove as a result of a factor existing before the transfer of risk to be defective, shall be repaired or replaced with parts free of defects at the choice of IBT GmbH free of charge. The assessment of such defects must be notified in writing without delay by the customer to IBT GmbH. Replaced parts shall become the property of IBT GmbH.

2. After agreement with IBT the customer must give the required time and opportunity for IBT GmbH to carry out all the repairs which appear necessary; otherwise IBT GmbH shall be released from liability for the consequences arising therefrom. Only in urgent cases where operating safety is endangered or to prevent disproportionately major damage, in which cases IBT GmbH must immediately be notified, does the customer have the right to remedy the defect himself or to have it remedied by a third party and to demand from IBT GmbH compensation for the expenses incurred.

3. Of the costs arising directly from the repair or delivery of a replacement - insofar as the complaint proves justified - IBT GmbH shall bear the costs of the replacement item including despatch costs. They shall also bear the costs of the dis-assembly and installation as well as the costs of any provision of personnel which may be necessary including transport costs, unless this places a disproportionate burden on IBT GmbH.

4. The customer shall have the right under the provisions of the law to withdraw from the contract, where IBT GmbH, with due regard to the statutory exceptions, allows to elapse a reasonable deadline, which has been set for them, for the subsequent improvement or replacement of an item by reason of a material defect. If the issue concerns an insignificant defect only, the customer is entitled only to a reduction in the contractual price. The right to a reduction in the contractual price remains excluded in all other cases. Further claims shall be determined in accordance with Section VII.2 of these Conditions.

5. No warranty is accepted in particular in the following cases: Unsuitable or inappropriate use, defective assembly or commissioning by the customer or a third party, normal wear and tear, defective or negligent handling, maintenance not carried out in proper form, unsuitable operational materials, defective construction works, unsuitable subsoil, chemical, electro-chemical or electrical influences, unless IBT GmbH is responsible for these.

6. If the customer of a third party carries out inappropriate repairs, IBT GmbH shall not be liable for the consequences arising therefrom. The same shall apply to modifications to the delivery object, which have been undertaken without the prior agreement of IBT GmbH.

### Defects of title

7. In the event that the use of the delivery object infringes commercial intellectual property rights or copyrights, IBT GmbH shall at their costs grant to the customer as a matter of principle the right to further use or shall modify the delivery object in a manner reasonable for the customer, so that any breach of intellectual property rights is thereby removed. If this is not possible within a reasonable period or to commercially appropriate conditions, the customer shall be entitled to withdraw from the contract. Under the aforesaid provisions IBT GmbH also has a right to withdraw from the contract. IBT shall moreover release the customer from undisputed claims or claims stipulated by law from the proprietor of the intellectual property rights affected.

8. The obligations of IBT GmbH referred to in Section VI. 7 are under reserve of Section VII. 2 conclusive in the case of a breach of intellectual property rights or copyrights. Claims shall arise only where the customer notifies IBT GmbH without delay of breaches of intellectual property rights or copyrights, which have been asserted, the customer shall support IBT GmbH to an appropriate extent in defending any claims asserted or IBT GmbH facilitates the performance of the modifications in accordance with Section VII.7, all defence measures including out-of-court provisions remain reserved to IBT GmbH, the defect of title does not rely on a directive of the customer and the infringement of the law has not been caused by any unauthorised modification of the delivery object by the customer or by the use of the delivery object in a manner which is not as provided in the contract.

## VII.

### Liability provisions

1. Where it is possible for the delivery object to be used by the customer in a manner not as provided in the contract due to the culpability of IBT as a consequence of defects or omissions in performance of proposals and advice put forward before or after the conclusion of the contract or due to the breach of other secondary contractual obligation, in particular guidance on servicing and maintenance of the delivery object, the provisions of Sections VI and VII.2 shall apply accordingly. Further claims by the customer are excluded.

2. IBT shall be liable for damage, which has not been occasioned to the delivery object itself - for whatever legal reasons - only in cases of intent, gross negligence by the proprietor/agents or manager, culpable injury to life, limb or health, in cases of defects, which he has fraudulently concealed or the absence of which IBT has guaranteed, in the case of defects in the delivery object, insofar as liability for personal injury or damage to property for privately used objects is incurred under the Product Liability Act. In the case of culpable violation of material contractual duties IBT shall be liable even in the case of gross negligence by employees other than managers and in cases of slight negligence; liability in the

latter case shall be restricted to reasonably foreseeable damage of the type typical of the contract. Further claims are excluded.

## VIII.

### Statute of limitations

All claims shall lapse -irrespective of the legal grounds - in 12 months. The statutory periods shall apply to claims for damages in accordance with Section VII. 2. They shall also apply to defects on delivery objects, which have been used in conformity with their usual manner of use and which have caused deficiencies in other objects.

## IX.

### Use of software

If software is included in the delivery, the customer shall be granted a non-exclusive right to use this software, including its documentation. The software will be delivered for use on the delivery object for which it is designated. Written agreement shall be required for the use of the software on more than one system. The customer may duplicate, modify or translate the software, or convert it from the object code into the source code only within the parameters permitted by law (§§ 69a et seq. Copyright Act). The customer undertakes to refrain from removing manufacturer's data or from modifying manufacturer's data without the prior express agreement of IBT. All other rights in the software and the documentation including copies remain with IBT or with the suppliers of the software. The awarding of sub-licenses is not permitted.

## X.

### Applicable law

1. Place of jurisdiction is the place of performance.

2. Applicable law is the law of the Federal Republic of Germany. The applicability of the UN Convention on the International Sale of Goods is excluded.

3. Unless otherwise stated on the confirmation of order, the place of performance is our registered office/corporate office.

### Legal validity of the contract

4. The invalidity in law of individual provisions of this contract shall not affect the legal validity of the contract in its remaining components. This shall not apply, where adhering to the contract would represent an unreasonable hardship for one of the parties.

### Conditions of sale

5. Our Conditions of Sale shall always apply exclusively, even where they have been expressly excluded by another party or have not been acknowledged. Conditions to the contrary or which deviate from these Conditions, customers' GTC etc. are deemed to be acknowledged by us only where they have our prior express written confirmation.

### Custom-made products

6. The customer undertakes to accept the total quantity produced. The total delivery quantity shall be invoiced at the agreed prices. The return to us of the quantities delivered of custom-made products is excluded. A contract for the supply of custom-made products shall be valid in law only on our written confirmation.

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## Additional deliveries

7. No liability shall be accepted for losses at the premises of customers, caused by possible additional deliveries as a consequence of damage in transit.

## Returns

8. Returns may be made only with the approval of IBT GmbH. IBT GmbH shall retain 15% of the value of the goods for the necessary testing of the goods.

## Pre-trials/trials/process requirements

9. Our results are based on testing under laboratory conditions. We advert to the fact that in other environmental conditions, it may be necessary further to optimise the process. The desired process parameters for the entire system do not lie within the area of responsibility of IBT GmbH. Any requirements for protection against explosion must be met by the client. The installation engineer or the installation firm shall be responsible for professional installation. The safety provisions in force (e.g. VDE or EN Safety Standards etc.) must be complied with in this process. The responsibility for the correct operation of our products and for compliance with the safety regulations in force at any given time rests with the user.

## The following are **not** included in our offers:

10. Insurance policies, pro rata site costs, acceptance by testing authorities or third parties, measures such as fire walls, all routing operations, cabling operations, completion works, cable labelling on the site, power supply to the switching cabinets on customers' premises, input and control lines for all media and energies, as well as their cableways, plant documentation, unless this has been expressly specified and agreed, any special requirements of the customer.

## XI.

### Product Guarantee

IBT GmbH guarantees to the end customers (hereinafter called "customer"), in accordance to the following provisions, that the products (hereinafter called "product") delivered to customers within the European Union, are free from defects in material or workmanship within a period of 2 years from the date of delivery (guarantee period). Defects in material or workmanship that has been enforced within the guarantee period will be resolved by IBT GmbH at its own discretion and its own expense by repair or delivery of new or rebuilt parts. Other claims of the customer against IBT GmbH, in particular for compensation shall be excluded. The contractual or legal rights of the customer against the respective seller remain unaffected by this guarantee.

Claims from this guarantee shall only arise, if

- the product is not showing damages or signs of exhaustion that has been caused by a divergent use due to the manufacturer's standard guidelines and provisions (according to user manual)
- the product is not showing signs which would allow the conclusion of repairs or other modifications that has been made by workshops not authorized by the manufacturer

- only authorized material has been installed into the product
- the serial number has not been removed or garbled and
- the customer, when making a claim supplies evidence by presenting the corresponding maintenance documents, that the product has frequently been maintained by an authorized customer service within the therefor required time intervals (according to user manual)

Precondition for the fulfillment of the claim under guarantee is, that the customer has notified in writing about the deficiency within the guarantee period to

IBT GmbH, Am St. Niclas Schacht 13, 09599 Freiberg, GERMANY.

When submitting a claim under guarantee and if on inspection of the product for defects by IBT GmbH emerges that no defect exists or no claim under guarantee is given according to the above-mentioned reasons, the IBT GmbH shall be entitled to charge a service fee to the amount of EUR 150,00 €. This is not valid, if the customer proves that he, according to circumstances could not recognize that no claim under guarantee had existed.

This guarantee is valid in the above-mentioned extent as well as conditions (including the presentation of the proof of purchase as well in case of resale) to any subsequent (territorial extension) based prospectively owner of the product.

This guarantee is subject to the law of the Federal Republic of Germany.

Dated: Freiberg, 31. March 2020