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General Terms of Delivery and Payment

I. General

(1) These General Terms of Delivery and Payment (hereinafter referred to hereinafter as "GTDP") apply to all purchasing, work, and/or service contracts that Fluid Automation Systems GmbH (referred to hereinafter as "we" or "us") in its capacity as a seller, work contractor, or service provider concludes with a purchaser, ordering agency, or service receiver (referred to hereinafter as "Customer") when this Customer is a contractor as defined under section 14 of the German Civil Code (BGB).

(2) These GTDP apply exclusively to the contracts concluded with us. We do not accept any of the Customer's general terms and conditions to the contrary and/or in addition. These do not apply unless we have declared our agreement thereto explicitly and in writing.

(3) These GTDP apply to all present and future contracts, also when these future contracts do not refer the Customer explicitly to the application of these GTDP.

(4) In all cases, any individual agreements reached separately (including collateral agreements, supplements, and amendments) take priority over these GTDP. The content of such agreements must take the form of a contract or confirmation set down in writing.

(5) Any written form agreed in these GTDP also extends to faxed communications. In all other cases, telecommunication methods, specifically email, suffice.

II. Offer and contract conclusion

(1) If not specified otherwise, our offers, cost estimates, and other price calculations are to be interpreted as a request to the Customer to submit an offer (invitatio ad offerendum). Accordingly, the contract is concluded when we accept or confirm the Customer's offer in writing or through performance. The same also applies analogously when we have submitted to the Customer catalogues, technical documentation (e.g. drawings, plans, calculations, references to DIN standards), or other product descriptions or material, including their digitised versions.

(2) Purchase orders or jobs awarded by the Customer must take the written form to become effective. This written form includes fax and email. Also collateral agreements, supplements, and/or amendments to the purchase order must be submitted in writing (including fax and email). The same applies to material statements and charges that the Customer must submit to us after completion of contract (e.g. deadlines, defect reports, declaration of withdrawal, price reductions).

(3) If the Customer wishes to accept an offer only after modifications to the content (e.g. based on a purchasing order process or job), this declaration is interpreted as a new request that requires our approval. Before submitting this modified purchase order or awarding this modified job, the Customer must point out in writing that the offer is to be accepted in the modified form.

(4) Any oral agreements reached with our personnel will only become effective, subject to a condition precedent, when we have submitted our written confirmation.

III. Prices, transport costs

(1) Unless agreed otherwise with the Customer, our remuneration is based on our respective applicable price lists. These price lists are those specified in advance to the Customer or those applying on the date of the submitted offer and (for documentation purposes) attached to the job confirmation.

(2) If not agreed otherwise, all prices are in euros ex works Bad Oeynhausen, plus packaging and the statutory VAT, if levied, and customs (on exports), fees, and other rates and taxes.

(3) If the Customer requests delivery to a place other than the place of performance (VI 2), the Customer bears the transport costs and, if any, the costs of the transport insurance the Customer wishes.

(4) We do not take back any transport or other packaging as provided under the German Packaging Ordinance (VerpackG). This becomes the Customer's property with the exception of pallets. The packaging we employ fulfils the ecological recycling requirements (nonpollutant). If the Customer receives packaging from us, the Customer confirms on accepting the goods that the Customer is able to recycle this packaging in compliance with the VerpackG and pledges to dispose of this packaging according to the terms thereof. If the Customer does not wish to dispose of the packaging, the Customer must inform us thereof immediately after accepting the goods. In this case, we give the Customer the option of returning the packaging to us pursuant to the obligations set out in the VerpackG.
In this case, the Customer bears the costs of the return transport.

IV. Payment terms, default, security

(1) If not agreed otherwise, our invoice amounts are due immediately subject to no deductions, at the latest thirty (30) days after the invoice date, and must be paid without deduction of expenses into one of our business accounts. The payment period for deliveries after the issuing of the invoice starts on the day the delivery is received. Evidence of due payment is the time the bank transfer order was submitted. For cheque payments, this is the date of the postmark.

(2) The above payment period is extended when the invoice is not received within four working days after the invoice date and the Customer informs us immediately thereof in writing (including fax or email). The period is extended by that time exceeding the invoice's delivery period of four working days.

(3) Purchase orders totalling less than the minimum net goods values listed on the latest price list will be invoiced at this minimum net goods value.

(4) We are entitled to offset payments against the oldest due account receivable.

(5) The Customer is deemed to have defaulted when the above payment periods expire. During this default period, the Customer must pay interest on the purchase price at the applicable statutory rates. We reserve the right to claim compensation for additional damage incurred through default. With respect to merchants, our right to default interest (section 353 of the German Commercial Code (HGB)) remains unaffected.

(6) If, after concluding the contract, we identify a risk to our claim for the purchase price as a result of inadequate performance by the Customer (e.g. petition to instigate insolvency proceedings), the statutory provisions grant us the right to refuse performance and, if necessary after a deadline, to withdraw from the contract (section 321 BGB).
If a contract sets out provisions governing the manufacture of specialised items (custom-made items), we may declare our withdrawal with immediate effect. This does not affect the statutory regulations applying to the dispensability of setting deadlines.

V. Delivery, delivery time, default of acceptance

(1) Explicitly agreed delivery dates and/or locations are binding for both Parties. Fixed-date deliveries must be designated as such explicitly and in writing. When an agreed nonbinding delivery date has been exceeded, the Customer may request us in writing to deliver within an appropriate period and, if this proves unsuccessful, to exercise the Customer's rights under sections 281, 323 BGB.

(2) If delivery/performance requires the Customer's collaboration and this collaboration is not provided within the period specified in the purchase order, the delivery dates and periods specified in the purchase order are extended accordingly. The calculations of the delay and the corresponding extension to the delivery period require the date the Customer was to provide collaboration. When the contract agrees that the Customer provides collaboration at a third party location, evidence of successful collaboration is provided by the date we receive the written confirmation (including fax and email). Additional statutory rights (sections 280 et seq., 323 et seq, BGB) based on omission or violation of collaboration duties remain unaffected. These rights are subject to the statutory period of limitation. Furthermore, this does not affect our rights as set down under sections 642, 643 BGB.

(3) If delivery/performance requires the Customer's collaboration and this collaboration is provided before expiration of the period specified in the purchase order, the delivery dates and periods specified in the purchase order shall not be shortened.

(4) We are entitled to deliver before the due date and to deliver partial quantities if we have informed the Customer thereof in writing and in good time beforehand. This does not apply if the delivery/performance before the due date is unacceptable to the Customer and the Customer has reported this without undue delay on receipt of the written notification.

(5) If we are unable to observe binding delivery dates for reasons for which we are not responsible (nonavailability of performance), we shall inform the Customer immediately thereof, at the same time providing information on the expected new delivery date. If performance cannot be provided before the new delivery deadline either, we are entitled to withdraw from the contract either in full or in part. The Customer's performance provided up to this date will be reimbursed without delay. This does not affect our statutory rights to rescind or terminate the contract nor the statutory provisions governing the settlement of contracts on nonfulfilment of performance obligations (e.g. impossibility or unacceptability of the performance and/or rectification). The rights accorded to the Customer under IX 8 hereof also remain unaffected.

(6) We may refuse delivery/performance when manufacture, procurement, or delivery is rendered impossible or unacceptable by events of force majeure or other extraordinary or excusable circumstances (e.g. malfunctions of any kind; difficulties in procuring materials and power; transport delays; industrial action; legitimate lockouts; shortages of labour, power, or raw materials; difficulties in procuring essential licences granted by public bodies for us, our suppliers, or carriers; etc.).
The Customer may only exercise its rights under sections 281, 284, 285 BGB when a suitable extension has expired to no avail, unless timely delivery has been agreed as of essence.

(7) If the Customer is not a merchant and does not run a shop or warehouse as defined under section 56 HGB, the Customer shall provide us, within an appropriate time before delivery of the goods, with the names of one or more persons who are authorised to receive the delivery/performance and to sign the delivery note. If none of the persons the Customer has named are present for the delivery and the Customer has not found replacements at short notice, the Customer is in default of acceptance.

(8) When the Customer defaults on acceptance, fails to provide collaboration, or if our delivery is delayed at the Customer's request or for other reasons for which the Customer is responsible, we are entitled

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to demand compensation for the damage incurred as a result, including any additional expenses (e.g. storage costs). In this case, we shall charge liquidated damages corresponding to 0.5% of the value of the stored goods per calendar week, but no more than 5%, starting on the delivery date or – if no delivery date has been agreed – on the date of the notification that the goods are ready to ship.
If sales contract law applies, and the Customer does not accept our delivery before the deadline, we may withdraw from the contract after an unsuccessful extension of this deadline and demand compensation for damages. In this event, we are entitled to invoice liquidated damages corresponding to 5% of the agreed price. This does not affect our rights to claim compensation for greater damages or to exercise our statutory rights to claims (in particular compensation for additional expenditure, appropriate recompense, termination). The liquidated damages, however, shall be credited to other pecuniary claims. The Customer may choose to submit evidence to the contrary that we have not suffered any losses or the damage is far less.

VI. Passage of risk

(1) According to EXW Incoterm 2010, the risk of accidental loss or deterioration of the delivery is passed to the Customer "ex works", which is also the place of performance, if the passage of risk is based on sales contract law and we have not reached an agreement differing therefrom explicitly and in writing with the Customer.

(2) Upon the Customer's request and at the latter's expense, the goods are shipped to a different place of destination (contract of sale involving delivery of goods). If not agreed otherwise, we are entitled to define the shipping mode (specifically the carrier, shipping route, packaging). If the Customer requests the goods to be shipped to a place other than the place of performance, the risk of accidental loss or deterioration of the goods and the risk of delay when the goods have already been delivered to the carrier is passed to the carrier or the third party appointed to perform this shipment. If acceptance has been agreed, such acceptance shall be relevant for the passage of risk. If Customer is in delay with receipt of the goods, this shall be deemed tantamount to handover/acceptance.

VII. Reservation of title

(1) We reserve the right of title on the goods supplied until all of the accounts receivable from the delivery contract have been paid in full. These goods are referred to hereinafter as "reserved goods".

(2) If the laws of the country in which the goods are situated on the basis of the delivery do not recognise the reservation of ownership agreed explicitly herein, or recognise this only under the proviso of certain conditions, the Customer is obliged to point this out to us at the latest on conclusion of the contract.

(3) We are entitled to dispose of reserved goods as we see fit. If not explicitly specified otherwise, return of reserved goods shall not be considered as equivalent to withdrawal from the contract. In all cases in which we may dispose of the reserved goods as we see fit, and in the case when accounts receivable ceded as collateral are collected, we shall invoice the incurred disposal costs to be borne by the Customer as a lump sum amounting to 10% of the obtained disposal proceeds. This does not affect our right to claim compensation for greater damage. The Customer may choose to submit evidence to the contrary that no disposal costs have been incurred or that these costs are far less.

VIII. Resale, further processing, and upkeep of the security collateral

(1) Also before complete payment of all accounts receivable from the delivery contract, the Customer is entitled to process further and resell the delivered goods in the normal course of business.

a) When reselling reserved goods, the Customer cedes immediately to us its accounts receivable as collateral from third parties. We hereby accept this cession. Alongside ourselves, the Customer retains authorisation to collect the accounts receivable. We pledge to collect none of the accounts receivable when the Customer discharges its payment obligations to us, does not default on payment, does not file a petition to instigate insolvency proceedings, and provides its services without any other deficiency. If this is not the case, however, we may demand that the Customer discloses the ceded accounts receivable and the debtors, to provide all of their collection details, to hand over the relevant documentation, and to inform the debtors (third parties) of this cession. If the realisable value of the collateral exceeds our accounts receivable by more than 10%, we shall release collateral of our choice when demanded by the Customer. In this event, the Customer is no longer entitled to collect the accounts receivable.

b) If processed further, the reserved goods shall be handled free of charge on our behalf. We are therefore manufacturers as defined under section 950 BGB, i.e. retain ownership of the products at all times and all stages of processing. When the Customer compounds or mixes the reserved goods with articles not belonging to us, the provisions set out under sections 947, 948 BGB apply. In other words, our joint ownership of the new article is equivalent to our ownership of the reserved goods as defined hereunder.

(2) Following our prior, explicit consent granted in writing only, the Customer is entitled to pledge, transfer by way of security, and exercise similar dispositions on the reserved goods. The Customer must notify us immediately of any seizure or other distraints by third parties on the reserved goods and/or the claims ceded as collateral and to implement at its own expense the immediate measures needed to avert these third party distraints.

(3) Furthermore, the Customer safeguards the reserved goods for us and pledges to insure these against fire, theft, and water damage at the usual conditions on the sector and to verify this insurance cover and payment of the first insurance premium at the first prompting. Also, the Customer must report without delay any restriction that has arisen, or will arise in the future, affecting the scope of performance and/or termination of the insurance policy. The Customer assigns by way of security all claims for compensation it may have against its insurer based on damages of the aforementioned kind affecting the reserved goods to us. We hereby accept this cession.

(4) If the Customer fails to discharge its obligations under the above para. 2 and 3, we are entitled to dissolve (terminate or withdraw from) the contract with the Customer for cause. This does not affect compensation claims for damages and the rights according to sections 280 et seq. BGB.

IX. Liability

(1) If not specified otherwise herein, including the following terms, we are liable for violations to contractual and extracontractual obligations under the applicable statutory regulations.

(2) We are liable to compensate for damages, irrespective of the legal grounds, in the event of intent and gross negligence. In the case of simple negligence, we are liable only

a) for damages resulting from injury to life, limb or health;

b) for damages resulting from the violation of an essential contractual obligation (an obligation whose fulfilment first makes at all possible the ordinary performance of the contract and on whose fulfilment the contracting partner relies or may rely regularly – a so called cardinal obligation). In this case, however, our liability is restricted to the compensation for the predictable, typical damage. Moreover, indirect and subsequent damages incurred as a result of deficiencies in the delivered goods are subject to compensation only when such damage may be expected as typical during the intended use of the delivered goods.

(3) The liability limitations resulting from para. 2 do not apply when we have withheld information on a deficiency with intent to deceive or have accepted an explicit guarantee for the condition of the goods. The same applies accordingly to the Customer's claims as set down in the German Product Liability Act (ProdHaftG).

(4) Our liability is limited to EUR 2,000,000.00 for compensation claims with respect to the violation of cardinal obligations that cannot be put down to intent or gross negligence by us or one of our statutory representatives, employees, or vicarious agents.

(5) All exclusions and limitations of our liability also apply to the personal liability of our statutory representatives, our employees, and our vicarious agents.

(6) The Customer has no claims to recourse against us arising from the forwarding of deliveries to a third party when the Customer has reached with this third party agreements extending beyond the mandatory warranty claims under the law (in particular contract penalty agreements), unless we have agreed explicitly and in writing to our liability beyond the mandatory warranty claims under the law.

(7) If we receive a third party compensation claim with respect to the delivery, the Customer exempts us, our statutory representatives, our employees, and our vicarious agents completely (including appropriate prosecution and defence costs, expenditure, fees, taxes, etc., and appropriate advances) when the grounds of this claim (with respect to us) are set in the Customer's domain and organisation.

(8) The Customer may only withdraw or terminate when we are responsible for violating an obligation not consisting in a deficiency. The Customer has no free right to terminate (in particular as set down in sections 649, 651 BGB). In all other cases, the statutory prerequisites and consequences apply.

X. Warranty

(1) If not specified otherwise in the following, the statutory provisions apply to the Customer's rights with respect to material defects and defects of title (including wrong and inadequate delivery, improper assembly, or deficient assembly instructions).

(2) Material defects:
Our liability for material defects is based primarily on the agreement reached on the condition of the goods. Agreements on the condition of the goods are written agreements designated as such and, in all other cases, exclusively our product descriptions or specifications that were provided to the Customer prior to its order or incorporated in the contract in the same manner as these General Terms of Delivery and Payment. The details specified in the above condition agreements and product descriptions do not constitute a guarantee for quality attributes (quality guarantees), but descriptions or identifications of the delivery or performance. Details on the subject matter (e.g. weights, measurements, values in use, load bearing capacities, tolerances, and technical data) are decisive only to an approximate extent except when the usability requires precise compliance for a contracted purpose. Permitted are deviations usual for the sector and deviations arising from legal provisions or serving as technical improvements as well as the replacement of components with equivalent parts, except when these prove detrimental to the usability

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Engineering GREAT Solutions

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of the goods for a contracted purpose. Without prejudice to the above regulations, we accept no liability for the goods' suitability for any of the Customer's particular purposes. In this respect, therefore, the details specified in the product descriptions do not exempt the Customer from conducting its own tests on its own responsibility. If a condition has been agreed, there is no liability for public statements (section 434 para. 1(3) BGB). If a condition has not been agreed, the statutory provisions must be consulted to determine the presence or absence of a defect. In this respect, we accept no liability for public statements (e.g. advertising slogans) by the manufacturer (e.g. of a subproduct or basic material), subcontractor, or other third party.

(3) Defects of title:
If the usage of the delivered goods leads to a violation of industrial property rights or copyrights in the home country, we will procure for the Customer at our own expense the right to further use or modify the delivered goods to such a reasonable extent that they no longer violate property rights.

If this is not possible under appropriate economic conditions or within an appropriate period, the Customer is entitled to withdraw from the contract. Under the above conditions, we too have the right to withdraw from the contract.

Furthermore, we exempt the Customer from undisputed or other claims of legal force submitted by the affected owners of the property rights.
Subject to the provisions set out under IX of these General Terms of Delivery and Payment, our above named obligations are definitive in the event of any violation to property or copyrights. These obligations apply only when the Customer informs us immediately of claims on the grounds of violations to property or copyrights; the Customer assists us to an appropriate extent in countering the submitted claims or helps us to implement modification measures; we are provided with all countermeasures including extrajudicial arrangements; the defect of title has not been caused by an instruction from the Customer; and the legal violation was not caused by the Customer's altering the delivered goods on its own responsibility or using them for a purpose not set down in the contract.

(4) If sales contract law applies, the Customer must first fulfil its duties to examine and report defects under sections 377 et seq. HGB before the Customer can exercise its warranty rights (termination, withdrawal, reductions, compensation for damages). Obvious defects must be reported immediately in writing, at the latest within five working days after the acceptance of the delivery/performance; concealed defects must be reported immediately in writing after their discovery. The deadline is met when the report is submitted in good time. If the Customer reports defects belatedly and/or not according to form, this leads to the loss of its warranty rights.

(5) If the delivered goods are defective, we may first choose whether to provide subsequent performance by remedying the defect in the goods (rework) or to deliver defect free goods (replacement delivery). This does not affect our right to refuse rework observing statutory prerequisites.

(6) We are entitled to make the subsequent performance we owe dependent on the Customer's payment of the due purchase price. However, the Customer is entitled to retain an appropriate sum from the purchase price corresponding to the defect.

(7) The Customer must grant us the opportunity and time needed to provide the subsequent performance we owe, in particular for handing over the defective goods for test purposes.

(8) If a defect is in fact established, we shall bear the expenses needed for testing and reworking, in particular the transport, road, labour, and material costs. If, on the other hand, the Customer's demand to remedy a defect is unjustified, we may demand from the Customer reimbursement of the costs incurred thereby.

(9) In urgent cases, e.g. when there is a risk to operational reliability or for averting excessive damage, the Customer has the right to remedy the defect itself and to demand from us reimbursement of the objectively assessed expenses incurred thereby. We must be informed immediately, if possible beforehand, of such measures. There is no right to remedy defects oneself when we would have been justified in refusing the appropriate rework under the statutory provisions.

(10) If rework fails, an appropriate deadline fixed by the Customer expires to no avail, or the statutory provisions render this rework superfluous, the Customer may withdraw from the sales contract or reduce the purchase price. A trivial defect, however, does not justify any right to withdraw.

(11) The Customer may claim damage compensation or reimbursement of unsuccessful expenditure only as provided under IX, and in all other cases such claims are excluded.

(12) If our rework includes the delivery of a defect free product, the Customer must hand over the defective product at our request. In all cases, our agreement must be granted before the goods are returned.

(13) By way of derogation from the conditions under section 438 para. 1(3) BGB, the Customer's warranty claims fall under the statute of limitations twelve months after delivery. If acceptance has been agreed, the Customer's warranty claims fall under the statute of limitations twelve months after acceptance. If the subject matter of the contract is a building or an object whose customary purpose renders it suitable for use for a building and whose e.g. construction materials have been found defective, or if it relates to works to result in the provision of planning and monitoring services for a building, the statute of limitations under the law is five years from the date of delivery or acceptance (cf. sections 438 para. 1(2), 634a para. 1(2) BGB). This does not affect the Customer's rights under sections 478, 479 BGB (recourse claims against previous suppliers).

(14) The statute of limitations is suspended for the duration of the required rework. It does not recommence.

(15) The above limitations also apply to the Customer's contractual and extracontractual compensation claims for damage caused by a defect in the goods, unless application of the regular statutory limitation period (sections 195, 199 BGB) would lead to a shorter limitation period in individual cases.

(16) The Customer may not submit any warranty claims when the defect in our delivery or performance has been incurred to a not inconsiderable extent by the Customer's making changes to our delivery/performance and/or the Customer's failure to follow operating instructions. The same applies to an unsuitable or improper use or use or storage other than that specified; defective assembly or startup by the Customer or third party; unauthorised repair attempts; natural wear and tear; erroneous or negligent handling; unsuitable resources or replacement materials; chemical, electrochemical, or electrical effects outside of our influence; and failure to observe our operating instructions and catalogue sheets, specifically with respect to the conditions of use for our pneumatic components.

XI. Use of software

(1) If delivery includes software, the Customer is granted a nonexclusive right to use the delivered software including its documentation. It is handed over for use on the delivered goods provided for this. The software may not be used on more than one system.

(2) The Customer may duplicate, revise, translate, or decompile the software only to the extent permitted under the law (sections 69 a et seq. of the German Copyright Act (UrhG)). The Customer pledges neither to remove any of the manufacturer's specifications, specifically the copyright notices, nor to change them without our prior explicit consent.

(3) All other rights to the software and its documentation including all copies remain with us or the software supplier. No sublicences may be granted.

(4) An intentional violation of these conditions entails an immediate contract penalty in an amount that we determine to be just and that, when disputed, must be assessed by the District Court (Landgericht) of Stuttgart. This contract penalty must be offset against any compensation claim for damage.
The software and its documentation must be returned immediately.

(5) The above provisions do not apply to exclusively custom software developed on the basis of the specifications provided by the Customer. This software, developed within the limits of a contracted complete control system, we have compiled into a custom solution from multipurpose software modules (standard software modules) and modified to reflect the contracted performance requirements (custom application).
On full payment of the purchase price for the custom application, we shall transfer to the Customer the exclusive right of use, without geographical or temporal constraints. At the same time, the Customer does not have any rights of whatever kind to any of the standard software modules providing the basis for the custom modifications. Irrespective of these provisions, we retain the right to generate and offer custom software solutions based on this development and on the requirements of other customers. In all cases, we retain the simple right of use to the custom solution for internal purposes.

XII. Offsets

Offsets in form of the Customer's counterclaims or exercised rights of retention are permitted only when the Customer's claims are due and undisputed or have been established with res judicata effect.

XIII. Documents and secrecy

(1) Samples, test examples, brochures, illustrations, drawings, cost estimates, and other documents and computer software that we provide to the Customer for contract initiation and that the Customer has not paid for separately must be returned to us on demand (including all copies). We reserve our proprietary rights, copyrights, and other industrial property rights on these products and documents. They may not be utilised in any other manner, specifically they may not be duplicated and/or communicated to third parties without our consent issued in writing. Any products and documents remaining in the Customer's possession require an agreement on indirect possession (section 868 BGB). No rights of retention may be exercised on these products and documents.

(2) The Customer pledges to handle with strict confidence all information, expertise, and other trade secrets while performing the contract and not to communicate any information, documents, documentation, drawings, diagrams, or other materials to third parties without our explicit consent. This does not apply when the Customer is obliged by law to disclose this information. We shall handle the Customer's documents with the same confidentiality.

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XIV. Withdrawal and termination

We are entitled to withdraw from or terminate the contract for cause. In addition to the cases agreed specifically in these General Terms of Delivery and Payment, the term "cause" refers specifically to a scenario in which

- the Customer defaults for longer than fourteen (14) days on the payment of two agreed instalments and does not settle fully the outstanding sum within fourteen (14) days of a written reminder;
- the Customer has made an affirmation in lieu of an oath under section 807 of the German Code of Civil Procedure (ZPO);
- there is compulsory execution on the Customer's assets, and this action has not been revoked within eight (8) weeks;
- the Customer has filed a petition to instigate insolvency proceedings on the Customer's assets, the competent insolvency court has appointed a preliminary liquidator in response to a third party petition to instigate insolvency proceedings on the Customer's assets, or the instigation of insolvency proceedings has been rejected due to insufficient assets.

XV. Supplementary provisions for assembly, repair, and maintenance services

(1) The risk of loss to the delivery/performance or parts thereof is passed to the Customer when they have been introduced to the Customer's business premises. This is the case when the risk is passed in compliance with the work and services contract laws, the loss or damage originated from the Customer's sphere of influence, and the partners have not agreed otherwise explicitly and in writing.

(2) Even without a separate agreement, the Customer is obliged implicitly to collaborate in our assembly, repair, and maintenance services and to provide us with heating, lighting, electricity, water, and other supply installations, including the requisite connections, free of charge. The Customer is moreover obliged to inform us in detail of the safety regulations that must be observed and to obtain all official permissions needed for the assembly, repair, and maintenance services.

(3) If the Customer fails to discharge or violates one of its (explicit or implied) collaboration duties, we shall exercise our statutory rights to the full extent (sections 280 et seq., 323 et seq. BGB). These fall under the statute of limitations according to the statutory provisions. This does not affect our rights under sections 642, 643 BGB.

(4) On conclusion of contract, the Customer must appoint to us a contact person and a delegate, both of whom are authorised to answer questions and make decisions in connection with the contracted deliveries/performance.

(5) The contact person and/or representative appointed on conclusion of the contract retains incontrovertibly his authorisation to answer with binding effect all of our questions in connection with the contracted deliveries/performance until the Customer provides us with the name of a new contact person and/or delegate. This does not affect the Customer's right to revoke immediately for cause the authorisation of a contract person and/or delegate.

XVI. Compliance

(1) The Customer pledges to satisfy all anticorruption laws in connection with its business with us. The Customer shall inform us immediately if it learns that one of its executive bodies, employees, or representatives is under suspicion of corruption.

(2) The Customer is aware that we uphold a Code of Responsible Business (known as the "IMI Way"). The IMI Way can be consulted at **www.imiplc.com**. The Customer pledges to ensure that its executive bodies, employees, and representatives perform their business activities in compliance with the IMI Way.

(3) The Customer is obliged, each and every time we request it to, to provide verification that the Customer is discharging its duties under this section "Compliance". This includes our right to inspect all sites used to perform work for us. This does not affect any other of our rights. If the Customer fails to discharge its duties under this section "Compliance", we have the right to terminate the contract for cause.

XVII. Applicable laws and venue

(1) These Sales and Delivery Terms are subject to the laws of the Federal Republic of Germany.

(2) The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.

(3) In the absence of any provisions to the contrary herein, the Incoterms published by the International Chamber of Commerce apply in the wording in force at the time of contract conclusion.

(4) Waiblingen is the exclusive venue for all disputes arising from legal relationships based hereon. We are also, however, entitled to submit our claims vis-à-vis the Customer before the courts of law responsible for the Customer's registered office.

Data protection

The Customer is aware that the GDPR accords us the right to store data collected from the contractual relationship for data agreement purposes and to communicate this data to third parties if necessary for the fulfilment of the contract. If data must be communicated to sales partners, these sales partners are obliged to observe our data protection standards.

Oktober 2018

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