

GENERAL TERMS AND CONDITIONS OF SALE OF INOEX GMBH BASED ON THE AGB-legislation dt. 09.12.1996

Deliveries of goods and the provision of services by us subsequent to sales contracts (purchase order/order confirmation) will be made exclusively on the basis of the following terms and conditions. Delivery terms explicitly requested by the customer will become part of the sales contract only in the case that they do not contradict our above terms and conditions of sale.

1. Offer and conclusion of a contract

1.1. Our offers for delivery of goods or the provision of services are not binding. They serve merely for the passing of a binding order by the customer, whereby the customer will be bound to his order at least for 30 days starting with the order date.

1.2. The sales contract will definitely become concluded through the written order confirmation by iNOEX GmbH within these 30 days. Precontractual additional agreements, supplements or promises made by agents become legally effective only if provided in writing and through the signature of both contractual partners.

1.3. Documents such as technical questionnaires to be supplied by the customer, as well as drawings, samples, models or similar items shall be relevant for us. The customer shall be liable for the correctness of their contents, their technical feasibility and their completeness. We shall not be obliged to investigate this. The customer shall also be liable for ensuring that the use of such documentation and objects does not violate the rights of third parties and shall ensure that we are kept free from claims and/or indemnified in respect of any detriment which shall arise through such a violation of rights.

1.4. We shall retain title and copyright to cost estimations, drawings and other documentation. They shall not be made available to third parties. If a contract is not concluded, such documents must be returned to us immediately.

2. Scope of our obligation to perform a contract

2.1. Our written order confirmation shall be binding for the subject matter and scope of our delivery or performance of our services. We are, however, entitled to use a technical construction, a software version or a material which are not identical with the order confirmation, without consulting the customer, provided this does not result in any deterioration in the quality of the item being supplied.

2.2. Our deliveries are effected in accordance with DIN-VDE. Variations or supplements hereto are not included in the price and will be charged separately.

3. Price and payments

3.1. Prices are to be understood ex works, they exclude loading at the factory and packing materials. Prices are net, without VAT or other taxes or charges applicable to foreign customers.

3.2. Unless otherwise agreed in the order confirmation, payment is to be made without deduction, free of charge to our receiving agents. In the case of automation systems, software or accessories, payments shall be made as follows:

- 30 % of the total price upon date of order confirmation
- 60 % of the total price upon date of readiness for delivery
- 10 % within one month upon invoice date.

Invoices for assembly, spare parts or other services shall be payable within 7 days after receipt of invoice.

3.3. If the customer is partially or totally in arrears with his payment, he must pay us, from that time onwards, interest on the arrears at the rate of 5 % over the discount rate of the German Bundesbank, without prejudice to our other rights, and provided that we do not prove that the harm which we have suffered is greater than this.

3.4. The retention of payments or the set-off of any amounts counterclaimed by the customer, which are disputed by us, shall not be permitted.

3.5. All taxes, fees and other levies charged outside the European Union shall be borne by the customer. The customer must also, at his own expense, obtain any official permits, such as import licenses, etc.

4. Delivery time

4.1. The delivery shall commence with the date of the order confirmation, but not before receipt of the documentation required by the customer for specification of the deliveries and the performance by the seller or before receipt of the first installment of the total price.

4.2. The delivery term will be regarded as having been adhered to at the time the seller indicates in writing to the customer's address the readiness for delivery.

4.3. Delivery shall be subject to ourselves obtaining proper and timely delivery. The delivery term will be extended to an appropriate degree, even if deliveries are in arrears, if unforeseen impediments arise, which we are not able to avert by taking that due care appropriate to the circumstances no matter whether they occur in our own factory or that of our suppliers, such as operating breakdowns, faults, interference by authorities, difficulties in the supply of energy and delays in the delivery of significant raw materials and building materials. The same shall apply to the effects of labour disputes, in particular strikes and lock-outs. We will inform the customer immediately of the beginning and end of such disturbances.

4.4. Dispatch of the ordered items shall be effected on receipt of the second installment of the total price by the seller.

4.5. If delivery is delayed because of circumstances for which we are not responsible, the contractual partners will inform each other immediately and settle the matter.

4.6. The seller will pack, load, insure and dispatch the equipment at the customer's cost if the customer does not collect the equipment or has it collected within one week after the date of readiness for dispatch.

4.7. If the customer refuses receipt of the delivery forwarded by the seller, the seller can withdraw from the contract, all payments made until that time shall serve as a compensation for the damage to the seller.

4.8. If the result of the events mentioned under 4.3. is that delivery by us or our supplier is rendered significantly more difficult or impossible, we can withdraw from the contract. The customer can require us to inform him whether we want to deliver within an appropriate term or to withdraw. If we do not make any statement to this effect, the customer can withdraw. In such a case, claims for damages are excluded for both parties.

5. Passing of the risk and acceptance

5.1. The risk passes to the customer at the latest when the parts to be delivered are dispatched or collected. This also applies if partial deliveries are made or we have taken over other obligations, such as delivery costs, transportation and installation.

5.2. We are entitled to make partial deliveries.

6. Warranty

6.1. The legal warranty period is 12 months upon the date of readiness of delivery and is applicable to gross negligence or wilful negligence by the seller. Within the first 6 months we will replace free of charge all defective parts of the scope of delivery which are forwarded to us by the customer, provided the defect was caused by faulty construction, faulty software or faulty material.

Starting with the 7th month until expiry of the warranty period the burden of proof is shifted, i.e. the customer must prove to the seller that the damage to the scope of delivery was caused by the seller. In the case of slight negligence by the seller the warranty period is fixed to 6 months according to paragraph 1.

6.2. The customer must report obvious defects to us in writing within 2 weeks of acceptance of the goods and hidden defects within two weeks of becoming aware of them. All guarantee rights will otherwise lapse.

6.3. Special actions required for the realization and settlement of the warranty claim – such as the provision of assemblers or assistants or additional transports – will be agreed separately by the parties. All arising costs will generally be borne by the customer.

6.4. If the subject of delivery has not been newly manufactured, all warranty claims shall be excluded. 6.5. Liability of the seller for consequential damage which is not directly related to the subject of delivery shall be excluded.

6.6. The aforementioned shall apply to all additional and replacement deliveries and for repairs.

7. Other damages claims

Damages claims of the customer submitted by the customer in respect of impossible performance, positive violation of a contractual duty, violation of the obligations in the negotiation of the contract and tort are excluded. The exclusion of liability shall not apply in the case of wilful default by our managing director or our executives or in the case of wilful default by other persons employed by us in the fulfilment of our obligations. Exclusion of liability shall also not apply if we have covered the damage by the insurance of our legal liability.

8. Rescission

8.1. The customer can withdraw from the contract if the seller is responsible for the violation of his obligations resulting from the delivery contract.

8.2. The seller can cancel the contract without notice if the customer does not meet his contractual obligations, especially if he does not accept the subject of delivery or if he does not make his payments.

9. Retention of title

9.1. All items supplied by the seller continue to be our unrestricted property until all amounts due have been settled in full by the customer.

9.2. The customer is not permitted to pledge the subject of delivery as security, even if it is financed by third parties. He must not pledge it and engages himself to inform the seller in writing within 3 days in the case of an attachment order or other orders emitted by third parties. To this end he has to forward us copies of the documents belonging to the attachment order.

9.3. In the case of cancellation/rescission from the contract by the seller, he is entitled to take the subject of delivery back and the customer is obliged to hand it out.

9.4. As long as the subject of delivery is subject to the seller's retention of title, the customer is not permitted to sell the goods partly or completely or to rent them – except for leasing companies.

9.5. If the customer does not demonstrate that he has himself taken out such insurance, we are entitled to insure the subject of delivery at the expense of the customer against theft, breakage, fire, water and other damage. If the customer has taken out his own insurance, we are entitled to make inquiries of the insurance company to make sure that adequate cover has been taken out.

9.6. If the customer is in breach of contract, in particular in default of payment, we are entitled to take back the goods and the customer is obliged to hand them over, once we have issued a reminder. The assertion of retention of title and the attachment by us of the subject of the delivery are not regarded as withdrawal from the contract.

10. Place of performance, place of jurisdiction, applicable law, partial invalidity

10.1. All obligations arising under this contractual relationship have to be fulfilled at the place of our headquarter.

10.2. Conflicts between the contractual parties shall be settled amicably. If an amicable settlement is not possible, conflicts shall be settled upon the choice of the plaintiff by the ordinary court located at the place of the seller's headquarter. In the case of foreign customers conflicts shall be settled with the Federal Chamber for Industrial Business (Bundeskammer der gewerblichen Wirtschaft), A-1010 Wien, Stubenring 12, in accordance with their arbitral jurisdiction.

10.3. The governing law shall be the substantive German law.

10.4. If individual clauses of these terms and conditions of sale are invalid, this shall not affect the validity of the contract as a whole or the remaining terms and conditions thereof. The parties to the contract are obliged to produce a regulation in place of the invalid condition which approaches as closely as possible the economic intention of the invalid condition.