

1. Applicability of the Terms and Conditions

- (1) Ib Prozessleittechnik GmbH performs deliveries, services and offers exclusively on the basis of these Terms and Conditions. These Terms and Conditions shall also apply to all future business relationships, even if their applicability is not expressly agreed again. By ordering the goods or services, these Terms and Conditions shall be deemed accepted.
- (2) All agreements made between us and the Purchaser for the purpose of executing this contract are set out in writing in this contract. Any deviating terms and conditions of the Purchaser are hereby rejected unless their applicability has been expressly agreed to in writing.

2. Offer and Conclusion of Contract

- (1) Our offers are subject to change and non-binding. Declarations of acceptance and orders require written confirmation in order to become legally effective.
- (2) Drawings, illustrations, dimensions, weights, warranted characteristics or other performance data shall only be binding if this is expressly agreed additionally in writing.

3. Prices

- (1) Prices are quoted in euros ex works, excluding packaging, freight, insurance, installation, etc.
- (2) The prices stated in the order confirmation of Ib Prozessleittechnik GmbH plus the applicable statutory value-added tax are agreed. Additional deliveries and services shall be charged separately.
- (3) If, for reasons for which we are not responsible, there is a change in the costs of wages, materials, energy, etc., we reserve the right to adjust the quoted prices in accordance with the statutory possibilities.
- (4) By accepting our order confirmation, the Purchaser undertakes to accept our subsequent price determination unless an immediate written objection is made.

4. Delivery and Performance Period / Reservation of Self-Supply

- (1) Binding or non-binding delivery dates or delivery periods must be in writing. They shall commence at the earliest on the date on which all technical and other details of the order have been clarified, in particular the provision of the required documents. Delayed provision of documents or materials by the Purchaser may postpone the delivery date.
- (2) Our delivery obligations are subject to the reservation of self-supply. This shall apply only if the failure to deliver is not attributable to us. The Purchaser shall be informed immediately of the unavailability of the performance. However, we undertake to assign any claims for compensation against upstream suppliers to the Purchaser.
- (3) We reserve the right to make partial deliveries to a mutually reasonable extent.
- (4) In the case of call-off delivery contracts, the Purchaser is obliged to accept the total order quantity within one year from the date of the order, unless the parties have agreed otherwise.
- (5) Delays in delivery and performance due to allocation, force majeure or events that make delivery difficult or impossible for us, for example strikes, lockouts, official orders, environmental disasters, machine breakdowns, transport disruptions, insolvency of the upstream supplier, etc., including where they occur at our suppliers or their subcontractors, shall not be attributable to us even in the case of bindingly agreed periods and dates. They entitle us to postpone the delivery or performance for the duration of the impediment plus a reasonable start-up period or to withdraw from the contract in whole or in part with regard to the part not yet fulfilled.
- (6) If the impediment lasts longer than 3 months, we shall be entitled, after setting a reasonable grace period, to withdraw from the contract with regard to the part still to be fulfilled. If the delivery period is extended or we are released from our obligation, the Purchaser may not derive any claims for damages from this. We may only assert the rights described above arising from the impediment if we notify the Purchaser immediately after becoming aware of it.
- (7) Compliance with our delivery and performance obligations presupposes the timely and proper fulfilment of the Purchaser's obligations.
- (8) If the Purchaser is in default with the call-off, acceptance or collection of the goods, or if a delay is attributable to the Purchaser, we shall be entitled to withdraw from the contract in respect of the quantity concerned or to claim compensation for the damage incurred.
- (9) Upon the occurrence of default of acceptance, the risk of accidental deterioration and accidental loss shall pass to the Purchaser.

5. Transfer of Risk

The risk shall pass to the Purchaser as soon as the consignment has been handed over to the person carrying out the transport or has left our warehouse for dispatch. If dispatch becomes impossible through no fault of our own, the risk shall pass to the Purchaser upon notification that the goods are ready for dispatch.

6. Excess or Short Deliveries

Excess or short deliveries of up to 10% are permissible. In this case, the contractual partner who has duly notified the short delivery in accordance with Sections 377 et seq. HGB shall owe only the delivery price corresponding to the quantity actually delivered. Excess deliveries of up to 10% shall be owed by the contractual partner if the contractual partner has not duly made the complaint in accordance with Sections 377 et seq. HGB. In this case, the contractual partner shall also owe the proportionately increased price attributable to the excess delivery. If, in the event of an excess delivery, the contractual partner has duly made a complaint in accordance with Sections 377 et seq. HGB, the contractual partner shall not owe the additional amount proportionately attributable to the excess delivery if it has no interest in the excess delivery and informs Elektron of this within the periods applicable to notification of defects pursuant to Sections 377 et seq. HGB. In that case, however, the contractual partner shall be obliged to return the excess goods to Elektron upon request. Excess or short deliveries shall generally not entitle the contractual partner to refuse acceptance or to withdraw from the contract.

We are entitled to make partial deliveries and render partial services at any time unless the partial delivery or partial service is unreasonable for the customer.

For orders from abroad, additional customs duties or import charges may be incurred in the country of destination. Such costs shall be borne by you; we have no influence on the charges or their amount.

7. Prices / Terms of Payment

- (1) Our prices are net prices and apply to deliveries ex works, excluding packaging.
- (2) Unless otherwise agreed, invoices are payable without deduction within 30 days of the invoice date. Notwithstanding any provisions of the Purchaser to the contrary, we are entitled to apply payments first to the Purchaser's older debts.
We shall inform the Purchaser of the manner in which the payment has been allocated. If costs and interest have already been incurred, we shall be entitled to apply the payment first to the costs, then to the interest and finally to the principal claim.
- (3) After expiry of the period stated in the invoice, the Purchaser shall automatically be in default of payment without the need for a separate reminder. If the Purchaser is in default with any payment obligations, irrespective of the reason, all existing claims shall become due immediately. The statutory provisions shall apply with regard to the consequences of default in payment. The default interest rate shall be 8 percentage points above the base interest rate, provided that no consumer is involved in the legal transaction. We reserve the right to prove higher damages.
- (4) If, after conclusion of the contract, we become aware that there has been a material deterioration in the Purchaser's financial circumstances - possibly already before conclusion of the contract - for example if the Purchaser suspends payments or a cheque issued by the Purchaser is not honoured, we shall be entitled to render the performance incumbent upon us only concurrently against fulfilment of the Purchaser's counter-performance.
In this case, we shall also be entitled to demand advance payments or the provision of security.
- (5) The Purchaser shall only be entitled to set-off, retention or reduction, even if notices of defects or counterclaims are asserted, if the counterclaims have been finally adjudicated or are undisputed.
- (6) We are entitled to assign claims arising from our business relationships.

8. Warranty

- (1) The warranty period for material defects is 12 months; excluded from this shortening of the warranty period are claims for damages due to injury to life, body or health and claims for damages based on a grossly negligent breach of duty by Ib Prozessleittechnik GmbH.
- (2) Upon acceptance or receipt, the Purchaser shall inspect each delivery for completeness and damage to the packaging. Complaints and defects must be submitted to us immediately in writing. Defects

that cannot be discovered within one week even after careful inspection must be notified to us in writing immediately after discovery. In the event of transport damage, a record of the facts must be arranged with the carrier.

- (3) If our operating and maintenance instructions are not followed, modifications are made to the products, parts are replaced or consumables are used that do not comply with the original specifications, or if damage is caused as a result of incorrect or negligent handling, excessive use, operation under unsuitable mechanical, thermal, chemical or electrical operating conditions or influences, all warranty claims shall lapse if the Purchaser does not refute a sufficiently substantiated assertion that one of these circumstances caused the defect.
- (4) We are entitled to remedy defects, provided that they were notified in due time and demonstrably result from defective workmanship or defective material, or to supply replacement parts. Only after rectification or replacement delivery has failed may the Purchaser demand a reduction in remuneration or rescission of the contract.
- (5) Warranty claims against us are not assignable.

9. Retention of Title

- (1) The goods delivered by us shall remain our property until full payment has been made by the Purchaser.
- (2) With respect to merchants, this retention of title shall extend until full payment of all claims to which we are entitled against the Purchaser on any legal grounds, now or in the future, including all balance claims arising from current accounts.
Any processing or transformation of the delivered goods shall always be carried out for the Seller, but without any obligation on its part.
- (3) If our (co-)ownership expires as a result of combination, it is hereby agreed that the Purchaser's (co-)ownership of the goods in the resulting uniform item shall pass to us in proportion to the value (invoice value). The Purchaser shall hold the (co-)ownership in custody for us free of charge. Goods in which we have (co-)ownership shall also be referred to as reserved goods. If an item supplied by us becomes an essential component of another item by way of combination, with the latter being the principal item, (co-)ownership of the principal item shall pass to us in the ratio of the invoice value of the item supplied.
- (4) The Purchaser hereby assigns to us in full, by way of security, any claims arising from the resale or any other legal grounds (insurance, tort) relating to the reserved goods. At the Purchaser's request, we shall release securities of our choice insofar as their value sustainably exceeds the claims by more than 20%.

10. Insurance Claims

In the event of an insured event, the Purchaser shall assign its claims for damages by way of performance to Ib Prozessleittechnik GmbH or to third parties designated by us if the goods have not yet been paid for in full.

11. Design Changes

We reserve the right to make design changes; however, we are not obliged to make such changes to products already delivered.

12. Confidentiality Obligation

Drawings and documents are provided to the Purchaser only on the condition that they are not made accessible to third parties, in particular companies competing with us.

13. Exclusion of Liability

- (1) Ib Prozessleittechnik GmbH shall not be liable for damage caused by negligent conduct on the part of its employees, vicarious agents and legal representatives. Damage caused by gross negligence or intent is excluded from the exclusion of liability.
- (2) In the event of a negligent breach of contractual obligations, the liability of Ib Prozessleittechnik GmbH shall be limited to the damage typical of the contract and foreseeable.
- (3) There shall expressly be no limitation of liability in the event of injury to life, body or health and in the event of a breach of material contractual obligations (cardinal obligations).
- (4) Liability under the German Product Liability Act shall also remain unaffected.

- (5) Liability for the loss of recorded data shall be limited to such damage as would also have occurred if proper, regular data backups had been performed.

14. Place of Jurisdiction, Applicable Law, Partial Invalidity

- (1) These Terms and Conditions and the entire legal relationship between us and the Purchaser shall be governed by the law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).
- (2) The exclusive place of jurisdiction for all disputes arising from the contract shall be Bamberg, insofar as the Purchaser is a merchant, a legal entity under public law or a special fund under public law, or insofar as the Purchaser has no general place of jurisdiction in Germany.
- (3) If any provision of these Terms and Conditions or any provision within the scope of other agreements is or becomes invalid, this shall not affect the validity of all other provisions or Ib Prozessleittechnik GmbH agreements.