



General Terms and Conditions of Business (GTC)

I. Offer and conclusion of contract

- (1) Orders shall be executed exclusively based on the following General Terms and Conditions of Business (hereinafter referred to as GTC) of the contractor (hereinafter referred to as the Contractor).
- (2) Any other terms and conditions of the client (hereinafter referred to as the Client) shall not be recognized by the acceptance and execution of his order, even if they are not contradicted.
- (3) If the subject of the contract is the performance of assembly, maintenance or service work, the attached assembly and/or maintenance conditions of the Contractor shall apply in addition.
- (4) Offers made by the Contractor are non-binding. An order shall only lead to a binding contract if the Contractor has confirmed it in writing. Telephone or verbal supplements, amendments or ancillary agreements require written confirmation to be effective.
- (5) If the Client withdraws from the order placed or cancels its order after receiving the order confirmation from the Contractor, it shall be obliged to pay cancellation costs amounting to 25% of the value of the goods not yet delivered.
- (6) Standard parts in stock (e.g. spare parts) shall be delivered immediately without a separate order confirmation. In this case, by accepting the delivery, the Client agrees to the Contractor's General Terms and Conditions.
- (7) Sketches, drawings or samples attached to offers or made available to the client remain the property of the contractor, who reserves the copyright to them. They may not be made accessible to third parties and must be returned to the Contractor immediately upon request.
- (8) Order-related data is stored in the contractor's computer system.

II. Scope of the delivery-obligation

- (1) Dimensions, weights, illustrations and drawings are only binding for the execution if they are expressly confirmed in writing. Gross weights and box dimensions are approximate to the best of our judgment, but are not binding.
- (2) The delivery conditions of the Central Association of the German Electro Technical Industry (VDI) apply to electro technical accessories and the regulations of the Association of German Electrical Engineers (VDE) apply to the design.

III. Prices

- (1) Prices are subject to change ex delivery works or storage location, excluding packaging (plus duty unpaid for foreign shipments) and insurance. Should the delivery or service take place later than four months from the date of conclusion of the contract - without the Contractor being responsible for any delay - the Contractor shall be entitled to adjust the price to the changed circumstances in the event of a change in raw material prices or wages. If the Contractor's list prices have changed in the meantime, the price shall be adjusted in accordance with the change in list prices. This provision shall also apply in the event of partial deliveries.
- (2) Prices are subject to change, even in the case of partial deliveries, in accordance with the list prices valid on the day of delivery.
- (3) Packaging and transportation costs shall be charged by the Contractor at cost price.
- (4) Corrections based on obvious calculation errors can still be made after the calculation has been completed.

IV. Payment

- (1) Invoices are issued in Euro. Payments are due immediately upon receipt of the invoice without any deductions. For orders over EUR 15,000, 1/3 of the order amount is due for immediate payment upon receipt of the order confirmation, upon notification of readiness for dispatch and after delivery.
- (2) Payment by bill of exchange is excluded.
- (3) In the event of default in payment, the Contractor shall claim the statutory default interest, but expressly reserves the right to claim higher damages for default.
- (4) If the Contractor becomes aware of circumstances that are likely to cast doubt on the Client's ability to pay, the Contractor may make the delivery dependent on the Client making advance payment or providing the Contractor with a directly enforceable bank guarantee in the amount of the order value. Should the Client fail to comply with this, the Contractor shall be entitled to withdraw from the contract after setting a reasonable grace period, with reference to the legal consequences.
- (5) The retention of payments due to any counterclaims or offsetting against such claims is excluded, unless the claim is undisputed or has been legally established. The Contractor shall be entitled to assert a permissibly asserted right of retention by providing the Client with security in the form of a directly enforceable bank guarantee.

V. Delivery

- (1) Delivery dates are only binding if they are expressly confirmed by the Contractor with the order confirmation. They shall be extended accordingly in cases of force majeure and other unforeseeable circumstances or circumstances for which the Contractor is not responsible (e.g. operational disruptions, strikes, lockouts, official interventions - even if these occur at the upstream supplier), unless these circumstances have no influence on the completion and delivery of the goods. If the delay

caused by this lasts longer than three months, the Client shall be entitled, after setting a reasonable grace period, to withdraw from the contract with regard to the part not yet fulfilled.

- (2) The delivery period shall be deemed to have been met if the delivery item has left the factory or the storage location by the time it expires or the Client has been notified that the item is ready for dispatch.

- (3) The Contractor shall be entitled to make partial deliveries and render partial services at any time.

- (4) If delivery on call has been agreed, the goods must be accepted no later than six months after the order date. Thereafter, the Contractor may - without prejudice to its other rights - charge storage costs. The Contractor shall be entitled to invoice the goods even if the call-off has not yet been made by the Client.

VI. Transportation, freight forwarders

- (1) Unless expressly requested otherwise in writing by the Contractor, deliveries from a total weight of 30 kg shall be made as general cargo by forwarding agent; deliveries up to 30 kg shall be made by parcel service.

- (2) Deliveries that cannot be sent by general cargo or parcel service due to their special nature (dimensions, volume, etc.) shall be sent as direct freight by a forwarding agent (door-to-door transportation).

VII. Packaging

- (1) Reusable transport containers shall be used as packaging wherever possible. The Client undertakes to return these containers to the Contractor's company site immediately and free of charge. Reusable transport containers must not be damaged upon return; otherwise the Client shall be fully liable for their loss, rental costs and any storage and repair costs.

- (2) Packaging material shall be taken back by the Contractor if it is returned to the Contractor's premises free of charge; costs for the disposal of the packaging material shall be borne by the Client.

VIII. Transfer of risk

- (1) The risk shall pass to the Client upon dispatch from the supplying plant or storage location - even if the Contractor has accepted delivery.

- (2) If shipment is delayed through the fault of the Client, the risk shall pass to the Client on the day of readiness for shipment.

IX. Warranty

- (1) If the Client is a merchant, it must inspect the goods immediately upon receipt, insofar as this is feasible in the ordinary course of business, and, if a defect is discovered, notify the Contractor of this immediately. If the Client fails to notify the Contractor, the delivery shall be deemed to have been made free of defects, unless the defect was not recognizable during the inspection. Otherwise, §§ 377 and following in the HGB (Handelsgesetzbuch - German Commercial Code) apply.

- (2) If the Client is entitled to subsequent performance due to a defect in the delivery, this claim shall initially be limited to a right to rectification. The Contractor is therefore entitled to remedy the defect by repairing or replacing the defective parts. If two attempts to repair or replace parts do not remedy the defect, the Client shall be entitled to demand the delivery of new goods free of defects.

- (3) The Contractor's warranty does not apply to defects caused by operational wear and tear.

- (4) The Client shall make the defective goods available to the Contractor at its place of business free of charge and ensure that they are collected after repair. The warranty work shall only be carried out by the Contractor on site if it has been expressly agreed that the warranty work shall be carried out at the Client's place of business. In this case, the Client undertakes to provide the Contractor with auxiliary staff and tools, such as lifting gear, free of charge, if necessary. If the object of the delivery is no longer located at the Client's place of business and the work is to be carried out at a third location in order to fulfill the warranty obligation, the Client shall bear the additional costs incurred as a result.

- (5) If the Client notifies a defect and the Contractor subsequently inspects the delivery item, the Client shall bear the costs incurred if it turns out that there was no defect covered by the warranty.

- (6) The Contractor shall not be obliged to remedy defects as long as the Client has not fulfilled its payment obligation in full.

- (7) The warranty obligation shall lapse if the services required to remedy the defect are made more difficult or impossible by unauthorized rectification work by the Client or by intervention by third parties.

- (8) The Client shall have no claims over and above the foregoing, in particular no claim for compensation for damage that has not occurred to the delivery item itself.

X. Export controls

- (1) The Client shall comply with the applicable provisions of national and international (re-)export control law when passing on the delivered goods (hardware and/or software and/or technology as well as the associated documentation, irrespective of the manner in which they are made available) to third parties in Germany and abroad.

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(2) If required for export control checks, the Client shall, upon request, immediately provide the Contractor with all information on the final recipient, final destination and intended use of the goods to be delivered or already delivered, as well as any export control restrictions in this regard.

(3) The Client shall indemnify the Contractor in full against all claims asserted against it by authorities or other third parties due to the Client's failure to comply with the above obligations under export control law and undertakes to reimburse all damages and expenses incurred by the Contractor in this connection, unless the Client is not responsible for the breach of duty. This does not imply a reversal of the burden of proof.

(4) The fulfillment of the contract by the Contractor is subject to the proviso that there are no obstacles to fulfillment due to national or international regulations of foreign trade law as well as no embargoes and/or other sanctions.

XI. ElektroG (WEEE Directive)

(1) Any disposal costs incurred at the end of the life cycle for products that are subject to the ElektroG (WEEE Directive) shall be borne by the Client.

XII. Liability

(1) The Contractor's liability for its own fault and the fault of its vicarious agents shall be limited to intent and gross negligence. Liability for damage caused by terrorism is generally excluded.

(2) This limitation of liability does not apply to claims arising from product liability and those based on injury to life, limb or health or a breach of so-called cardinal obligations, i.e. obligations which must be complied with in order to achieve the purpose of the contract. In the latter case, however, liability is limited to compensation for typical, foreseeable average damages.

(3) If the damage incurred by the client is covered by insurance, the contractor is only liable on a subsidiary basis.

(4) In the event of damage occurring or having occurred, the Client undertakes to immediately undertake or have undertaken all necessary efforts to limit the damage and to minimize its effects.

XIII. Place of performance and jurisdiction

(1) The place of performance for the delivery obligation is the place of delivery of the supplying plant or the warehouse from which the delivery is made. The place of performance for all other obligations shall be the Contractor's registered office. The place of jurisdiction is the registered office of the Contractor.

(2) The law of the Federal Republic of Germany shall apply exclusively. This shall also apply in particular if the Client has its registered office outside the Federal Republic of Germany.

XIV. Retention of title

(1) The goods delivered by the Contractor shall remain its property (goods subject to retention of title) until all liabilities due to the Contractor from the Client arising from the business relationship have been settled. If a current account is settled, the goods subject to retention of title shall remain the property of the Contractor to secure the balance claim. Pledging or transfer by way of security of the reserved goods is not permitted.

(2) In the event of the resale or rental of the goods subject to retention of title - which is permissible in the ordinary course of business - the Client hereby assigns to the Contractor by way of security all future claims against its clients arising from the resale or rental of the goods subject to retention of title until all of the Client's claims have been settled, without the need for any subsequent special declarations. The assignment shall also extend to balance claims arising within the framework of existing current account relationships or upon termination of such relationships between the Client and its customers. If the reserved goods are sold or rented together with other items without an individual price having been agreed for the reserved goods, the Client shall assign to the Contractor, with priority over the remaining claim, that part of the total price claim or the total rent which corresponds to the value of the reserved goods invoiced by the Contractor. Until revoked, the Client shall be authorized to collect the assigned claim from the resale or rental. However, he is not entitled to dispose of them in any other way, e.g. by assignment. At the request of the Contractor, the Client shall notify its customer of the assignment and hand over to the Contractor the documents required to assert its rights against the customer, e.g. invoices, and provide the necessary information. All costs of collection and any interventions shall be borne by the Client. If he receives bills of exchange on the basis of the authorization granted to him to collect the assigned claims from the resale, the ownership of these papers with the securitized right shall be transferred to the Contractor by way of security. The handover of the bills of exchange shall be replaced by the agreement that the Client shall take them into safekeeping for the Contractor and then deliver them to the Contractor immediately and endorsed. In the event that the equivalent value of the claims assigned to the Contractor is received by the Client or its bank in the form of checks, the Client shall be obligated to immediately report the receipt of the checks and to pay them. Ownership of the checks shall pass to the Contractor with the securitized right as soon as the Client receives them. The handover of the documents shall be replaced by the agreement that the Client shall take them into safekeeping for the Contractor and then deliver them to him immediately and endorsed.

(3) If the Client processes the reserved goods, transforms them or combines them with other items, the processing, transformation or combination shall be carried out for the Contractor. The Contractor shall become the direct owner of the item produced by the processing, transformation or combination. The Client shall store the new item for the Contractor with the care of a prudent businessperson. It is also reserved goods. In the event of processing, transformation or combination with other objects not belonging to the Client, the Contractor shall be entitled to co-ownership of the new object in the amount of the share resulting from the ratio of the value of the goods delivered by him to the value of the new object. In the event that the new item is sold or leased, the Client hereby assigns to the Contractor by way of security its claim against its customer arising from the sale or lease, together with all ancillary rights, without the need for any subsequent special declarations. However, the assignment shall only apply to the amount corresponding to the value of the goods delivered by the Contractor in relation to the new goods. The portion of the claim assigned by the Client shall have priority over the remaining claim.

(4) If the Client defaults on its payment obligations or the redemption of due bills of exchange or checks in whole or in part, if there is over-indebtedness or suspension of payments or if an application for composition or insolvency has been filed, the Contractor shall be entitled to take possession of the reserved goods immediately. Furthermore, the Contractor may immediately assert the further rights arising from the retention of title. The Client shall grant the Contractor or its agents access to all of its business premises during normal business hours. The demand for surrender or taking possession does not constitute a withdrawal from the contract. The Contractor shall be entitled to utilize the goods subject to retention of title with the due care of a prudent businessperson and to satisfy its claims from the proceeds by offsetting them against its outstanding claims.

(5) If the value of the security for the Contractor's claims against the Client exceeds a total of more than 20% from the current business relationship, the Contractor shall be obliged, at the Client's request, to release securities to the extent that the securities do not exceed this 20%. The selection of the securities to be released shall be incumbent on the Contractor.

XV. Obligation

(1) These General Terms and Conditions do not apply to transactions with consumers.

(2) All contracts shall remain valid even if some contractual passages or provisions of these General Terms and Conditions should be invalid. The Client and the Contractor agree that an invalid contractual provision or clause shall be replaced by one that comes as close as possible to the invalid one.

(3) All the above and aforementioned terms and conditions are a translation of the German original. In the event of a dispute, the German wording shall prevail.

(4) These terms and conditions are valid as of January 2022.

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These and other General Terms and Conditions can also be viewed on our website at www.ilt.eu/en/gtc (Imprint & Legal, Terms and Conditions).