

IDE GmbH

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General Terms and Conditions

- A. Applicability of the Terms and Conditions
- B. Purchasing and contract conditions
- C. General delivery and service conditions

A. Applicability of the Terms and Conditions

A.1

These Terms and Conditions apply to all business relationships between **IDE GmbH**, hereinafter referred to as **IDE**, and its contractual partners, even if the Terms and Conditions are not referred to in the course of individual transactions, if the contractual partner is a company (Sec. 14 BGB - German Civil Code), a legal entity under public law, or a public law special fund.

In these Terms and Conditions, partners that engage in transactions with **IDE** on either the provider and/or customer side are referred to as contractual partners.

A.2

These Terms and Conditions apply exclusively and at all times. Any deviating, contrary or supplementary General Terms and Conditions of the contractual partner shall only be considered part of the contract if and insofar as **IDE** has agreed to their applicability expressly and in writing.

Individual agreements made in a specific case with the contractual partner (including ancillary agreements, supplements and amendments) shall always take precedence over these Terms and Conditions. Unless proven otherwise, a written agreement or the written confirmation of **IDE** shall be decisive in determining the content of such agreements.

A.3

References to the applicability of statutory regulations shall apply only by way of clarification. Even without such a clarification, therefore, the statutory regulations shall apply unless they are directly modified or expressly excluded in these Terms and Conditions.

A.4

The same words may have different meanings in different legal systems. The German legal meaning of such words shall be decisive for foreign-language versions of these Terms and Conditions in languages other than German.

B. Purchasing and contract conditions

B.1 Contractual content / prohibition against assignments

B.1.01

Only the Purchasing and Contract Conditions of **IDE** shall be decisive for orders and contracts issued by **IDE**.

B.1.02

All contracts issued and purchases made by **IDE** shall be handled exclusively in accordance with legal regulations, insofar as these conditions do not regulate the issue in question.

B.1.03

Offers from the supplier or other contractual partners of **IDE** shall require express written acceptance by **IDE**.

B.1.04

The supplier may not transfer the rights and obligations related to an order to third parties without the written approval of **IDE**. This does not apply to assignment in advance of the purchase price claim within the framework of an extended retention of ownership.

B.2 Payment conditions

B.2.01

Payments from **IDE** shall be made conditional on a subsequent invoice review

- within 14 days after receipt of invoice, with a 3% discount
- or within 30 days without discount.

B.2.02

If goods are received early from the contractual partner's deliveries, then the invoice shall have the contractually agreed-upon delivery deadline with **IDE** as the value date. The value date shall be considered the invoice receipt date.

B.2.03

If goods or services are defective, or if the contractual partner makes a partial delivery in violation of the contract, then the value date for the invoice shall be the date that the delivery is provided free from defects or complete. The value date shall be considered the invoice receipt date.

B.3 Warranty and liability

The contractual partner of **IDE** shall provide a warranty and pay claims for damages to the extent required by law and for the duration required by law, unless otherwise regulated in the following in section B.4.

B.4 Supplier recourse

B.4.01

IDE shall be entitled to statutory recourse claims within a supply chain (supplier recourse in accordance with Sections 445a, 445b, 478 BGB) without restriction, in addition to claims for defects. **IDE** is in particular entitled to demand exactly the type of supplementary performance (rectification or replacement delivery) from the supplier that **IDE** owes to its own purchasers in the individual case. The statutory elective right (Sec. 439 para. 1 BGB) of **IDE** shall not be restricted thereby.

B.4.02

Before **IDE** recognises or fulfils a defect claim asserted by its purchasers (including reimbursement of expenses according to sections 445a, para. 1, 439 para. 2 and 3 BGB), **IDE** shall notify the supplier and provide a brief description of the matter, as well as request a written statement. If a substantiated statement is not submitted within a reasonable time period, and if the parties do not come to a mutually

agreeable solution, then the defect claim granted by **IDE** to its purchaser shall be considered owed. In this case, the supplier bears the obligation to provide proof to the contrary.

B.4.03

Claims of **IDE** resulting from supplier recourse shall apply even if the defective good was processed further by **IDE** or another company, such as by installing it into another product.

B.5 Place of fulfilment / jurisdiction / choice of law

B.5.01

The place of fulfilment and payment for both contractual parties is the headquarters of **IDE**.

B.5.02

The place of jurisdiction for all disputes arising from or in conjunction with the contractual relationship between the contractual partner and **IDE** is Gütersloh.

IDE is entitled in the above case to also bring suit against the contractual partner at its respective headquarters.

B.5.03

The law of the Federal Republic of Germany applies, excluding international uniform law, in particular UN sales law (CISG).

C. General delivery and service conditions

C.1. Order confirmation / customer obligations / specifications / optional services

C.1.01

The written order confirmation of **IDE**, if applicable in conjunction with the performance specification prepared by **IDE**, shall be decisive for the content of the respective agreement.

Oral agreements in conjunction with contracts concluded with employees of **IDE** who are not authorised to represent the company shall likewise require written confirmation from **IDE** to be effective.

C.1.02

The customer shall provide **IDE** with all information and documents necessary or useful to carry out the contractually agreed-upon services. If a technical specification is created and provided to the customer for review and approval, then this technical specification defines the binding scopes of services for both parties.

C.1.03

If products delivered by **IDE** are installed in other products, or if the delivered products are combined with other (third-party) components, then the customer themselves is responsible for reviewing products delivered by **IDE** to ensure they are compatible and suitable for use for this purpose, etc. This applies in particular to software contained in **IDE** products, including in the case of completed software updates.

C.1.04

Specifications related to the products and services of **IDE** shall only be attributed to **IDE** if this information comes from **IDE** or if it was provided on the express order of **IDE** or if it was expressly authorised by **IDE** or was part of a public statement, and if **IDE** was aware or should have been aware of this information and did not distance itself from it within a reasonable time period. Agents of **IDE** in the sense of Sec. 434 para 1 BGB do not include contractual dealers and customers of **IDE** acting as resellers. Sufficient correction of specifications in the sense of Sec. 434 para. 1 BGB can, in any case, be provided on the **IDE** homepage at the address www.ide-gmbh.com.

C.1.05

IDE shall only owe consulting services by special written agreement and in return for separate compensation. The same applies to maintenance and/or servicing of software contained in products from **IDE**, as well as software updates.

If there is no such written agreement, and if **IDE** nevertheless provides consulting services and/or software updates/servicing or maintenance, then **IDE** shall accept no liability for said work.

C.2. Permanent rights / trademarks / third party rights

C.2.01

IDE shall retain all rights to drawings, figures, calculations and other documents [=DOCUMENTS]. These DOCUMENTS may not be disclosed to third parties without the written approval of **IDE**. This applies in particular to DOCUMENTS marked as confidential

C.2.02

IDE is entitled to apply its own trademark and brand marks. The customer is prohibited from removing such marks applied by **IDE**.

C.2.03

The customer is responsible towards **IDE** for ensuring that any templates, drafts, plans, texts, trademarks, etc. provided by it may be legally utilised. In this respect, the customer shall indemnify **IDE** against any third party claims due to the violation of relevant intangible property rights.

C.3.

Delivery and transfer of risk

C.3.01

IDE reserves the right to stipulate the shipping method, unless a specific shipping method is expressly specified or agreed upon.

C.3.02

The place of fulfilment for deliveries is the business address of **IDE**, even if **IDE** itself handles transportation.

C.3.03

When goods leave the company premises or warehouse of **IDE**, then the customer shall accept all risk.

C.3.04

In case of a direct delivery ex works or from the preliminary supplier, the risk shall be transferred to the customer upon shipment. In general, the delivery shall be insured at the customer's cost, unless the customer expressly does not want any insurance.

C.3.05

The risk shall be transferred upon handover of goods to the freight forwarder

C.4. Delivery time

C.4.01

Any agreed delivery times shall apply ex works, unless otherwise expressly agreed. The delivery times shall also be considered the relevant performance periods. Such delivery times shall start at the time indicated in the order confirmation, and at the earliest once the customer has all of the documents, permits, requests and shipping addresses to be obtained, once all details of the order and all technical questions have been clarified and once the customer has made all agreed advance payments or paid all agreed securities.

If a delivery term has been agreed, this will be extended appropriately if the customer is late in providing any documents, approvals, shipping addresses, advance payments, or securities to be provided by it. The delivery term shall also be delayed or extended if the requirements for services to be performed by **IDE** which are to be performed by the customer itself or by third parties are not available in a timely fashion.

C.4.02

If the customer requests changes to the order after the order is confirmed, then the delivery term shall begin only after the changes are confirmed by **IDE**.

C.4.03

The delivery term shall be extended by a reasonable **IDE** is not able to avoid, despite taking the level of care reasonable due to the circumstances of the case, such as pandemics, official orders, natural catastrophes, blockades, wars, terror attacks, strikes, lockouts and other labour unrest, seizures, embargoes, total or partial shutdowns by subcontractors, or other circumstances for which **IDE** is not responsible, insofar as **IDE** has not expressly accepted the purchasing risk or a delivery guarantee in an exceptional case. In such cases, **IDE** shall have the right to withdraw from the agreement if this is not only a temporary obstacle to performance.

C.5. Partial deliveries

C.5.01

IDE is entitled to make partial deliveries to an extent which is reasonable for the customer.

C.5.02

If **IDE** makes use of this right, then the customer cannot withhold payments for this reason.

C.6. Prices

C.6.01

Unless otherwise agreed, the prices apply ex works or from the warehouse, and do not include packaging.

C.6.03

If packaging is required, then **IDE** shall package goods according to existing regulations, and shall proceed in accordance with Sec. 15 of the Packaging Act.

C.6.04

Prices do not include applicable VAT; the same applies to costs.

C.7. Payment conditions

C.7.01

Unless otherwise agreed, payments are due immediately.

C.7.02

Payments due to **IDE** are due at the latest 30 days after the invoice date. If this date is exceeded, the debtor

shall fall into default of payment without requiring any warning.

C.7.03

The place of fulfilment for payments is the company headquarters of **IDE**

C.7.04

The customer can only offset claims against claims that are undisputed or have been established in a court of law. This restriction shall not apply, however, if the counter-claim provided by the customer for offsetting is in a synallagmatic relationship to the claim of **IDE**.

C.7.05

Except for in the case described in C.7.04, the customer shall have no right of retention.

The rights of the customer according to Sec. 320 BGB shall furthermore be retained if and insofar as **IDE** has not fulfilled its warranty obligations.

C.7.06

If the customer experiences a significant deterioration in its financial situation after the contract is concluded - if a declaration of intent from the customer is required in order to conclude the contract, then after the last declaration of intent for the purpose of concluding the contract by **IDE** - then **IDE** can request advance payment or a security payment for all services and deliveries related to contracts from the same contractual relationship (Sec. 273 BGB) yet to be carried out, at the discretion of **IDE**. If the customer does not fulfil this request, then **IDE** can withdraw from these contracts in question or can request claims for damages instead of the performance, after setting a deadline, of 25% of the total of the order not yet carried out without requiring specific proof, unless the customer is able to prove that the amount of damages was lower.

Only in exceptional cases when damages were unusually high can **IDE** request reimbursement for the damages going beyond the flat rate, whereby the flat rate shall be offset against this claim.

C.8. Duties of inspection and notice of defects

C.8.01

The customer shall promptly inspect deliveries from **IDE**, including drawings, implementation plans, and similar in order to ensure they are usable and proper.

C.8.02

Obvious defects must be asserted in writing promptly against **IDE**, at the latest within 10 days after arrival at the destination, with an exact description of the specific complaints.

C.8.03

The customer must also submit complaints for concealed defects promptly following discovery, and at the latest within 10 days after the defect is found, in the manner described.

C.9. Defect claims of the customer (warranty)

A warranty in these Terms and Conditions means: Claims due to poor performance following delivery of a defective item.

C.9.01

The statutory regulations apply to the customer's rights in relation to material defects and defects of title (including incorrect or reduced deliveries and improper assembly, or defective assembly instructions), unless otherwise stipulated in the following.

The special statutory regulation for final delivery of unprocessed goods to a consumer shall remain unaffected in all cases, even if it has processed the goods further (supplier recourse according to Sec. 478 BGB).

Supplier recourse claims are excluded if the customer or another company has processed the defective goods further, for instance by installing them in another product.

C.9.02

If the customer does not fulfil the controlling and defect notification conditions under section C.8., then the liability of **IDE** for the defect for which notification was not received shall be excluded.

C.9.03

The general limitation period for claims resulting from material defects and defects of title is 12 months from the time of delivery or, if acceptance is agreed in the individual case, from the time of acceptance.

The statutory special regulations on limitation shall remain unaffected (in particular Sec. 438 para. 1 no. 1 and no. 2, para. 3, Sections 444, 445b BGB).

C.9.04

The limitation period of 12 months shall also apply to contractual and non-contractual damage claims based on a defect in the goods.

This limitation period shall not apply

- if the damage claim is the result of intentional actions or gross negligence on the part of **IDE** or its representatives or agents;
- to damages resulting from injuries to life, body and health;
- to default, if a fixed delivery deadline has been agreed;
- to intentionally concealed defects;
- if a warranty is provided and/or

to purchasing or manufacturer risks in the sense of Sec. 276 BGB by **IDE**;

- in cases of mandatory statutory liability, in particular under the Product Liability Act.

No reversal of the burden of proof at the expense of the customer is associated with the above regulations.

C.9.05

If the customer has a right to supplementary performance, then **IDE** shall initially decide whether supplementary performance is provided by removing the defect (rectification) or delivering an item which is free from defects (replacement delivery). The right to deny supplementary performance under the requirements set forth by law shall remain unaffected.

C.9.06

In particular, no guarantee shall be accepted for damages for which **IDE** is not responsible. These include, for instance, damages resulting from the following: unsuitable or improper use, incorrect assembly or commissioning by the customer or by third parties, natural wear and tear, improper or negligent handling, improper operating materials or substitute materials or chemical influences, as long as these were not due to the fault of **IDE**.

C.9.07

IDE shall furthermore accept no guarantee for component provided by the customer. The same applies to the compatibility and suitability for use for products delivered by **IDE** if they are installed into other products or if these products are connected to other (third-party) components. The customer is solely responsible for the suitability and characteristics of the (third-party) components or for their compatibility and suitability for use upon installation/connection, unless otherwise expressly agreed.

C.9.08

In case of failure by the customer to observe the operating and maintenance manual, it will be assumed that any damages were caused by said failure. The customer shall bear the burden of proof and demonstration in this case that the opposite is true.

C.9.09

IDE is entitled to make supplementary performance dependent on the customer paying the purchase price which is due. However, the customer is entitled to withhold a reasonable portion of the purchase price in relation to the defect.

C.9.10

Work on products delivered by **IDE** or other services performed by **IDE** shall only be considered to be work to correct or remove the defect

- if **IDE** has expressly recognised that the product is free from defects
- or if defect complaints have been verified, and insofar as these verified defect complaints are legitimate.

If these requirements do not apply, then such work shall always be considered (payable) special services from **IDE**.

C.9.11

Furthermore, corrections or replacement deliveries from **IDE** shall be performed as special performances if they are not expressly completed in recognition of a legal obligation.

C.9.12

If work or replacement deliveries performed by **IDE** inhibits or interrupts the warranty period, such an inhibition or interruption shall apply only to the functional unit affected by the replacement delivery or the correction.

C.9.13

The expenses necessary for the purpose of review and supplementary performance, in particular transportation, commuting, labour and material costs (Sec. 439 para. 2 BGB) shall generally be borne by **IDE** if **IDE** can request reimbursement from the customer for the costs incurred due to the illegitimate request to correct defects (in particular inspection and transportation costs), unless the customer could not know that the product was not defective.

However, if products delivered by **IDE** have been subsequently moved to another location besides the customer's facility, then the customer shall bear the additional costs (transportation, travel and/or other expenses) resulting from any guarantee measures to be performed by **IDE** not being able to be carried out at the customer's facility.

C.9.14

Furthermore, the liability of **IDE** for costs of removal and installation or attachment shall be defined in accordance with the statutory regulations (in particular Sec. 439 para. 3 BGB).

C.9.15

The customer shall give **IDE** the time and opportunity necessary to carry out corrections and replacement deliveries owed under the warranty. Only in urgent cases in which operational safety is endangered, or to avoid unreasonably high damages, whereby **IDE** must be immediately informed, and informed in advance if possible, or if **IDE** falls into default with correcting a defect, shall the customer have the right to correct the defect itself or have it corrected by third parties and to request reimbursement of necessary costs from **IDE**.

C.9.16

In cases where **IDE** purchases third-party services in the name and at the expense of the customer, the third party shall be solely responsible for providing a

guarantee. **IDE** shall accept no advice on the choice of third-party services from the customer, unless otherwise agreed. If the customer does want to provide its advice in this respect, then this shall be provided only based on an agreement to be concluded separately, and with separate compensation.

C.9.17

If supplementary performance fails, or if a reasonable deadline set by the customer for supplementary performance expires without completion (Sec. 323 para. 1 and Sec. 281 para. 1 BGB), or would be superfluous in accordance with statutory regulations (Sec. 323 para. 2 and Sec. 281 para. 2 BGB), or if it can be rejected by **IDE** according to Sec. 439 para.

4 BGB, or is unreasonable for the customer, then the customer can withdraw from the agreement. However, there shall be no right of withdrawal for insignificant defects.

C.9.18

Claims by the customer for defects or reimbursement of wasted expenditures shall be excluded, even in the case of defects in accordance with clause C.10.01, and shall exist only in the cases of clause C.10.02 and this section C.9.

C.10. Other liability

C.10.01

Unless otherwise stipulated in these General Terms and Conditions, conditional upon the following clause C.10.02, claims for damages and reimbursement of expenditures of the customer against **IDE** shall be excluded, regardless of their legal grounds. This applies in particular to claims for damages resulting from criminal offences (e.g. Sec. 823 BGB).

If liability is excluded or limited, this shall also apply to the personal liability of executives, employees, staff members, representatives and agents of **IDE**.

C.10.02

The limitations of liability in these General Terms and Conditions shall not apply

- if the damage claim is the result of intentional actions or gross negligence on the part of **IDE** or its representatives or agents;
- to culpable violations of significant contractual obligations, whereby the claims for damages in this case shall be limited to the typical damages for this type of contract foreseeable at the time the contract was concluded. Significant contractual obligations are obligations that protect significant legal positions of the contractual partners which are to be granted to it based on the content and purpose of the contract; furthermore,

contractual obligations are significant if their fulfilment makes the proper execution of the contract possible, and if the customer should regularly trust in and be able to trust in their fulfilment.

- to damages resulting from injuries to life, body and health;
- to default, if a fixed delivery deadline has been agreed;
- to intentionally concealed defects;
- to a warranty and/or purchasing or manufacturer risks accepted in the sense of Sec. 276 BGB by **IDE**;
- in cases of mandatory statutory liability, in particular in accordance with the Product Liability Act.

No reversal of the burden of proof at the expense of the customer is associated with the above regulations.

C.10.03

The customer can only withdraw from or terminate the agreement due to a breach of duty not consisting of a defect if **IDE** is responsible for the breach of duty. A free right of termination on the part of the customer (in particular according to Sections 650, 648 BGB) is excluded. Furthermore, the statutory requirements and legal consequences apply.

C.11. Call-off orders

C.11.01

If call-off orders are not called within 4 weeks after the end of the agreed call-off period, then **IDE** is entitled to request payment.

C.11.02

The same applies to call-off orders without a specific agreed call-off period, if 4 months have passed without a call following receipt of notification that goods are ready for shipment.

C.12. Storage / default of acceptance

C.12.01

If temporary storage of finished goods by **IDE** is necessary due to default of acceptance, this shall not result in any storage contract coming into being.

IDE is not obligated to insure stored goods.

C.12.02

In case of default of acceptance, **IDE** is entitled to store goods at the risk and at the expense of the customer with a commercial warehouse.

C.12.03

If goods are stored at its own facilities, **IDE** can charge 0.5% of the invoice amount per month, and at least € 25 per full cubic metre of goods each month. The customer remains entitled to prove that the claim did not come about, or only came about at a lower amount.

C.12.04

The two clauses above shall also apply if shipment was delayed at the request of the customer at least two weeks past the time of notification that goods were ready for shipment.

C.12.05

If the customer does not accept the ordered goods despite being set a deadline to do so, then **IDE** shall be entitled to request 20% of the agreed price as a flat-rate compensation, independent of any need to verify the actual damages. The customer shall remain entitled to prove that damages were lower.

C.13. Retention of ownership

C.13.01

All deliveries of **IDE** shall be made under a retention of ownership.

C.13.02

This retention, and the following extension, shall apply until payment is completed for all claims resulting from the business relationship with the customer, and until complete release from contingent liabilities which **IDE** has entered into in the interest of the customer and that are associated with the delivery.

C.13.03

Pledging the delivered goods is not permitted.

C.13.04

IDE is entitled to request the reserved goods for good cause, in particular due to default of payment, against offsetting the recovery proceeds, without this being considered a withdrawal from the agreement.

To do so, **IDE** must have threatened to request return of the goods, setting the customer a period of 7 days to do so. This deadline can be set at the same time as a dunning notice is sent.

C.13.05

If and insofar as the goods recovered by **IDE** can be sold as new to another purchaser within the normal course of business, then the customer shall owe 10% of the invoiced value of the goods as retrieval costs, without requiring specific verification. If it is not possible to sell the goods as new in the normal course of business, then the customer shall owe another 30% of the invoiced value of the goods for the loss in value, without requiring specific verification. The customer shall remain entitled in each case to prove that the percentages were lower.

C.13.06

IDE reserves the right to assert other and further damages.

C.13.07

Processing and finishing of goods delivered by **IDE** is always carried out on order by **IDE**, so that the goods shall remain the property of **IDE** in every stage of processing and finishing, and as finished goods, excluding the consequences of Sec. 950 BGB. If the reserved goods are processed along with other objects also delivered exclusive of the legal consequences of Sec. 950 BGB, then **IDE** shall obtain at least partial ownership of the new goods in relationship to the ratio of the invoiced value of the goods of **IDE** to the invoiced value of the other processed goods.

C.13.08

The customer hereby already assigns all claims resulting from the further sale, processing, installation and other utilisation of goods of **IDE** to **IDE** in advance. If the products sold, processed or installed by the customer contain objects that are not the property of the customer and for which the other suppliers have also agreed to a retention of ownership with sale clause and advance assignment, then the assignment shall be completed based on the percentage of co-ownership of **IDE**, corresponding to the percentage of the claim; or otherwise in full.

C.13.09

The customer's remaining collection authority shall expire upon revocation, which is permitted at any time.

C.13.10

If the value of the securities to which **IDE** is entitled exceeds the claim of **IDE** against the customer for deliveries of goods by 30%, or for other services by 20%, then **IDE** is entitled at its request to release securities in the same amount at the discretion of **IDE**.

C.14. Place of performance and fulfilment

C.14.01

The place of performance and fulfilment for services to be performed by **IDE** is always the operational location of **IDE**.

C.14.02

The place of performance and fulfilment for services to be performed by the customer is the headquarters of **IDE**.

C.15. Headings / definition

C.15.01

All headings in these Terms and Conditions serve only for ease of legibility, and shall not influence the meaning and interpretation of the individual regulations.

C.15.02

Declarations transmitted in text form (via fax or email) shall also be considered written declarations of intent and knowledge in the sense of these Terms and Conditions.

C.16. Place of jurisdiction and material law

C.16.01

If the customer is a merchant in the sense of the Commercial Code, a legal entity under public law, or a public law special fund, then the exclusive place of jurisdiction - including internationally - for all disputes resulting directly or indirectly from the contractual relationship is the headquarters of **IDE** in Gütersloh.

IDE is, however, entitled in all cases to bring suit at the place of fulfilment for the delivery obligation in accordance with these General Conditions, or any individual agreement which takes precedence, or to bring suit at the customer's general place of jurisdiction. Any statutory regulations which take precedence, in particular regarding exclusive responsibilities, shall remain unaffected.

C.16.02

The law of the Federal Republic of Germany applies, excluding international uniform law, in particular UN sales law (CISG).

The requirements and impacts of the retention of ownership according to Section C.13. shall be subject to the law of the location of the goods, if the choice of law for German law would be prohibited or invalid under these.

C.17. Final provision

If a provision of these Terms and conditions or a provision included in them at a later date is invalid, null and void, or unenforceable in whole or in part, or if there is a loophole in these Terms and Conditions either now or in the future, then this shall not affect the validity of the remaining provisions. Sec. 306 para. 2 and 3 BGB shall remain unaffected.