

# Terms and Conditions

Terms and conditions of imes-icore GmbH, Im Leibolzgraben 16, 36132 Eiterfeld, represented by Managing directors Christoph Stark and Christian Müller, phone: +49 (0) 6672 898 228, fax + 49 (0) 6672 898 222, email [info@imes-icore.de](mailto:info@imes-icore.de) (hereinafter also referred to as the Seller or imes-icore GmbH) for products and services. These are part of all contracts that the seller concludes with contractual partners (hereinafter also referred to as “client” or “customer”) for the deliveries or services offered by him.

The subject of the contract is the sale of goods and / or the provision of services in the context of sales for our registered customers. The essential characteristics of the goods and / or services can be found in the respective offer.

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## § 1 Validity

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The following terms and conditions apply to contracts that you conclude with us as the Seller, unless an amendment has been agreed in writing between the parties. Deviating or conflicting terms and conditions are only effective with our express consent. Terms and conditions of the client or third parties do not apply, even if the seller does not separately object to their validity in individual cases. Even if the seller refers to a letter that contains or refers to the terms and conditions of the client or a third party, this does not constitute consent to the validity of those terms and conditions. They also apply to all future deliveries, services or offers to the client, even if they are not separately agreed again.

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## § 2 Offer and conclusion of contract

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**(1)** All offers from the seller are subject to change and non-binding, unless they are expressly marked as binding or contain a specific acceptance period. The seller can accept orders or commissions within fourteen days of receipt.

**(2)** ) Solely decisive for the legal relationship between seller and client is the written purchase contract or the written order confirmation, including these general terms and conditions of delivery. This fully reflects all agreements between the contracting parties on the subject matter of the contract. Verbal commitments by the seller prior to the conclusion of this contract are not legally binding, and verbal agreements between the contracting parties are replaced by the written contract, unless it is expressly stated in each case that they will continue to apply in a binding manner.

**(3)** Orders for custom-made products and orders in quantities and dimensions that are not part of our catalogue must be made in writing. If necessary, an agreed down payment must be made. If custom-made products are commissioned in larger quantities, we may fall short of or exceed the delivery by an appropriate number of items (usually  $\pm 10\%$ ). Shipping packaging is always charged at cost.

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(4) Additions and changes to the agreements made, including these General Terms and Conditions of Delivery, must be made in writing to be effective. With the exception of managing directors or authorized signatories, the seller's employees are not entitled to make oral agreements that deviate from this. Telecommunication, in particular by fax or e-mail, is sufficient to comply with the written form, provided a copy of the signed declaration is transmitted.

(5) Information provided by the seller on the subject of the delivery or service (e.g. weights, dimensions, utility values, load capacity, tolerances and technical data) as well as our representations of the same (e.g. drawings and images) are only approximate, unless the usability for the contractually stipulated Purpose assumes an exact match. They are not guaranteed characteristics, but rather descriptions or identifications of the product or service. Customary deviations and deviations that occur due to legal regulations or represent technical improvements, as well as the replacement of components with parts of equal value, are permissible as long as they do not impair the usability for the contractually intended purpose.

(6) The seller reserves the right of ownership or copyright to all offers and cost estimates made by him as well as drawings, illustrations, calculations, brochures, catalogues, models, tools and other documents and aids made available to the client. Without the express consent of the seller, the client may not make these items or their content available to third parties, disclose them, use them himself or through third parties or reproduce them. At the request of the seller, he must return these items to the seller in full and destroy any copies made if they are no longer required by him in the ordinary course of business or if negotiations do not lead to the conclusion of a contract.

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## § 3 Prices and payment

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(1) The prices apply to the scope of services and deliveries listed in the order confirmations. The minimum order value for shipping deliveries is EURO 50 (excluding VAT) in Germany and EURO 250 abroad. In the case of small deliveries for orders below the minimum order value, in addition to packaging and shipping costs, proportional processing costs of 10 EURO (excluding VAT) will be invoiced in Germany. Additional or special services will be charged separately. The prices are in EURO ex works plus packaging, the statutory value added tax, the transport insurance requested by the customer for export deliveries, e.g. customs duties, taxes or money transfer fees (transfer or exchange rate fees of the credit institutions) and other public charges. If deliveries are carried out duty unpaid at the request of the contractual partner, he is liable to us for any additional claims by the customs administration and releases us from such claims.

(2) Insofar as the agreed prices are based on the seller's list prices and delivery is only to take place more than four months after the conclusion of the contract, the seller's list prices valid at the time of delivery apply (less an agreed percentage or fixed discount).

(3) In principle, deliveries are only made against cash on delivery or prepayment. Deliveries against invoice must be expressly agreed. The conditions agreed in the order confirmation apply. The date of receipt by the seller defines the date of payment. Checks are only considered payment after they have been cashed. If the client does not pay by the due date, the outstanding

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amounts are to be paid at 5% p.a. from the due date, to pay interest; the assertion of higher interest and further damage in the event of default remains unaffected.

(4) Offsetting against counterclaims by the client or withholding payments due to such claims is only permissible if the counterclaims are undisputed or have been legally established. The customer can only assert a right to refuse performance or a right of retention if Imes-icore GmbH's payment claim and the customer's counterclaim are based on the same contractual relationship.

(5) The seller is entitled to perform or provide outstanding deliveries or services only against prepayment or provision of security if, after the conclusion of the contract, he becomes aware of circumstances that are likely to significantly reduce the creditworthiness of the customer and through which the payment of the outstanding Claims of the seller by the client from the respective contractual relationship (including from other individual orders to which the same framework agreement applies) is endangered.

(6) Furthermore, in such a case we are entitled according to Paragraph (5) to only carry out outstanding deliveries against advance payment or provision of security and, after setting a reasonable grace period, to withdraw from the contract or to demand compensation for non-performance. We can also prohibit the resale of the goods delivered under retention of title, request their return or the transfer of indirect ownership at the expense of the customer and revoke a direct debit authorization. The discounts will not be granted if the client is behind in payment for earlier deliveries. A right to refuse performance on the part of the client is excluded in business dealings with merchants. The client has no right of retention. This does not apply to business dealings with non-traders if the counterclaim arose from the same contract. Offsetting by the client is only permitted if his counterclaims are expressly declared to be undisputed or have been legally established. We are not obliged to accept bills of exchange.

(7) If the customer is in default of acceptance, the due date occurs on the date of notification of readiness for dispatch.

(8) Even if the customer stipulates otherwise, payments will be offset exclusively in accordance with Section 366 of the German Civil Code (BGB).

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## § 4 Delivery and delivery time

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(1) Deliveries are made ex works. Shipping deliveries abroad are not carried out below the minimum order value.

(2) Deadlines and dates for deliveries and services promised by the seller are always only approximate, but not before all implementation details have been fully clarified. If shipping has been agreed, delivery periods and delivery dates refer to the time of handover to the forwarding agent, carrier or other third party commissioned with the transport.

(3) The agreed delivery period is extended - without prejudice to our rights from default by the customer - by the period by which the customer is in default with his obligations from this or another contract. This applies accordingly if a delivery date has been agreed.

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(4) The seller is not liable for impossibility of delivery or for delays in delivery, insofar as these are caused by force majeure or other events that were not foreseeable at the time the contract was concluded (e.g. operational disruptions of all kinds, difficulties in material or energy procurement, transport delays, strikes, lawful lockouts, lack of manpower, energy or raw materials, difficulties in obtaining the necessary official permits, official measures or the lack of, incorrect or late delivery by suppliers) for which the seller is not responsible. If such events make the delivery or service significantly more difficult or impossible for the seller and the hindrance is not only of a temporary nature, the seller is entitled to withdraw from the contract. A claim for damages is excluded.

(5) In the event of temporary obstacles for which the seller is not responsible, the delivery or service deadlines are extended or the delivery or service dates are postponed by the period of the hindrance plus a reasonable start-up period. If the customer cannot be expected to accept the delivery or service as a result of the delay, he can withdraw from the contract by means of an immediate written declaration to the seller. A claim for damages is excluded.

(6) In the event of impossibility for which the seller is responsible, if the contractual partner is a merchant, the client is entitled to demand compensation. However, the buyer's claim for damages is limited to 10 per cent of that part of the delivery or service which cannot be put into appropriate operation due to the impossibility. Claims for damages by the client that exceed the stated limit of 10 per cent are excluded. This does not apply if liability is mandatory in cases of wilful intent or gross negligence. The right of the client to withdraw from the contract remains unaffected, limited to that part of the delivery or service which cannot be put into appropriate operation due to the impossibility.

(7) The seller is only entitled to make partial deliveries if

- the partial delivery can be used by the client within the scope of the contractual intended purpose,
- the delivery of the remaining goods ordered is ensured and
- the client does not incur any significant additional work or additional costs as a result (unless the seller declares that he is willing to assume these costs).

(8) If we are in default ourselves, the client must set us a reasonable grace period. After this grace period has expired, he can withdraw from the contract if the goods have not been reported to him as ready for dispatch by this point in time. Claims for damages from non-compliance with delivery deadlines or dates are excluded. This exclusion does not apply in business dealings with merchants if one of our executives, or in business dealings with non-merchants if any of our employees is responsible for the delay through gross negligence.

## § 5 Place of performance, dispatch, packaging, transfer of risk, acceptance

- (1) The place of performance for all obligations arising from the contractual relationship is the registered office of the seller.
- (2) The type of dispatch and the packaging are subject to the dutiful discretion of the seller. Shipping instructions from the customer are only binding on the seller if they are confirmed in writing.
- (3) The risk is transferred to the customer at the latest with the handover of the delivery item (whereby the beginning of the loading process is decisive) to the freight forwarder, carrier or other third party appointed to carry out the shipment. This also applies if partial deliveries are made or the seller has taken on other services (e.g. shipping or installation). If the dispatch or handover is delayed as a result of a circumstance caused by the customer, the risk is transferred to the customer from the day on which the delivery item is ready for dispatch and the seller has notified the customer of this.
- (4) Storage costs after transfer of risk are borne by the customer. In the case of storage by the seller, the storage costs amount to [0.25]% of the invoice amount of the delivery items to be stored per week that has elapsed. The right to assert and provide evidence of additional or lower storage costs is reserved.
- (5) Unless we have been prohibited by the client, we will take out transport insurance for all shipments. The shipment will only be insured by the seller against theft, breakage, fire and water damage or other insurable risks at the express request of the customer and at his own expense.
- (6) Insofar as an acceptance has to take place, the purchased item is deemed to have been accepted if
  - the delivery and, if the seller is also responsible for the installation, the installation has been completed and
  - the seller has communicated this to the client with reference to the notional acceptance according to this § 5 (6) and has asked him to accept or
  - seven working days have passed since the delivery or installation or the customer has started using the purchased item (e.g. has put the delivered system into operation) and in this case six working days have passed since delivery or installation or
  - the customer has failed to accept the goods within this period for a reason other than a defect reported to the seller that makes the use of the purchased item impossible or significantly impaired.

## § 6 Warranty, material defects

(1) In the contractual relationship with consumers (consumers in accordance with § 13 BGB), the seller guarantees that his products are free of defects for a period of two years from delivery in accordance with the statutory provisions. In the contractual relationship with contractors (contractors according to § 14 BGB) we guarantee that our products are free of defects for a period of one year. We guarantee that milling spindles are free from defects for 6 months. This warranty period also applies to milling spindles that are integrated into a machine system. A warranty for milling spindles in the event of improper use or operation of the machine system is excluded. This warranty period also applies to milling spindles that are integrated into a machine system. In the case of partial deliveries, the warranty period begins with the delivery of the goods to the customer.

(2) The delivered items are to be carefully examined immediately after delivery to the client or to a third party appointed by him. The client must submit complaints to us in writing within seven days of receipt of the goods at the destination. With regard to obvious defects or other defects that would have been recognizable with an immediate, careful examination, they are considered approved by the client if the seller does not receive a written notice of defects within seven working days of delivery. With regard to other defects, the delivery items are deemed to have been approved by the customer if the seller does not receive the notice of defects within seven working days after the point in time at which the defect became apparent; if the defect was already recognizable to the customer at an earlier point in time during normal use, this earlier point in time is decisive for the start of the notice period. Complaints will only be taken into account if the goods are still in the condition in which they were delivered. In business dealings with non-merchants, this only applies to the extent that there are obvious defects.

(3) The seller can, at his own discretion, make the replacement delivery or repair or reimburse the reduced value. Should a repair or a replacement delivery fail, non-merchants have the right, at their option, to reduce the remuneration or to cancel the contract. Further claims also due to consequential damage caused by defects on the part of the customer are excluded, unless they are based on a defect in a guaranteed property.

(4) The client must allow the seller the time and opportunity required at its reasonable discretion to carry out repairs. If he refuses this, the seller is released from the defect. A return of the goods complained about is only permitted with our consent. The freight costs are to be submitted by the client. If the complaint is justified, the seller will reimburse the cost of the cheapest shipping route; this does not apply if the costs increase because the delivery item is at a different location than the delivery location.



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(5) If the client has the delivered goods checked and indicates an error for which the seller would be liable, we will charge a processing fee for each checked device if it turns out that there is no defect. Our liability, for whatever legal reason, is limited to intent and gross negligence. We give technical advice to the best of our knowledge. However, all details and information about the suitability and use of our goods are non-binding and do not exempt the client from carrying out their own tests and trials. The client is responsible for compliance with legal and official regulations when using the goods. We are only liable for the suitability of the goods for certain purposes if this is expressly guaranteed in writing. Returns are to be made in the original packaging or equivalent packaging.

(6) In the event of defects in components from other manufacturers that the seller cannot eliminate for licensing or factual reasons, the seller will, at his option, assert his warranty claims against the manufacturers and suppliers for the account of the client or assign them to the client. In the case of such defects, warranty claims against the seller only exist under the other conditions and in accordance with these general terms and conditions of delivery if the judicial enforcement of the aforementioned claims against the manufacturer and supplier was unsuccessful or, for example, due to insolvency, are futile. For the duration of the legal dispute, the statute of limitations of the relevant warranty claims of the client against the seller is suspended.

(7) The warranty does not apply if the customer changes the delivery item or has it changed by third parties without the consent of the seller and this makes it impossible or unreasonably difficult to remedy the defect. In any case, the client has to bear the additional costs of remedying the defect resulting from the change.

(8) A delivery of used items agreed with the client in individual cases takes place under exclusion of any warranty for material defects.

(9) The customer is obliged to immediately install the software updates provided by the seller in order to maintain his warranty claims for software delivery. If the software updates provided are not installed immediately, any warranty for material defects will be excluded. The warranty for material defects does not apply to defects that are based on the fact that the contractual software is used in a hardware and software environment that does not meet the requirements specified in the license certificate or for changes and modifications that the customer has made to the software without being entitled to do so by virtue of the law, this contract or the prior written consent of the seller. The seller also fulfils his obligation to repair by making updates provided with an automatic installation routine available for download on his homepage and by offering the customer telephone support to solve any installation problems that may arise.

(10) The above provision applies accordingly in the event of a wrong, excess or short delivery. In the event of a timely complaint, in this case the customer is entitled to:

- a) Delivery of the agreed goods against return delivery of the wrong delivery.
- b) Subsequent delivery or partial price reduction in the event of short delivery.
- c) Return of an excess delivery.

If the complaint is not made in time, the price is determined by the quantity actually delivered.

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## § 7 Industrial Property Rights

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- (1) In accordance with this Section 7, the seller guarantees that the delivery item is free from industrial property rights or third-party copyrights. The customer has no claim to the transfer of the source program or the duplication and distribution of the software supplied. Each contract partner will immediately notify the other contract partner in writing if claims are asserted against him due to the violation of such rights.
- (2) In the event that the delivery item violates an industrial property right or copyright of a third party, the seller will, at his option and at his own expense, modify or replace the delivery item in such a way that no more rights of third parties are violated, but the delivery item continues to fulfil the contractually agreed functions, or will procure the right of use for the client by concluding a license agreement. If he does not succeed in this within a reasonable period of time, the client is entitled to withdraw from the contract or to reduce the purchase price appropriately. Any claims for damages by the client are subject to the restrictions of Section 8 of these General Terms and Conditions of Delivery.
- (3) In the event of legal violations by products from other manufacturers delivered by the seller, the seller will, at his option, assert his claims against the manufacturer and sub-suppliers for the account of the customer or assign them to the customer. Claims against the seller in these cases in accordance with this Section 7 only exist if the judicial enforcement of the aforementioned claims against the manufacturer and sub-suppliers are unsuccessful or, for example due to insolvency, are futile.

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## § 8 Liability for damages due to negligence

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- (1) The seller's liability for damages, regardless of the legal reason, in particular for impossibility, delay, defective or incorrect delivery, breach of contract, breach of obligations during contractual negotiations and tort, insofar as it is a fault in each case, is restricted in accordance with this Section 8.
- (2) The seller is only liable in the case of gross negligence and intent on the part of his organs, legal representatives, employees or other vicarious agents, insofar as there is a breach of essential contractual obligations. Essential to the contract are the obligation to timely delivery and installation of the delivery item, its freedom from defects that more than negligibly impair its functionality or usability, as well as advice, protection and custody obligations that are intended to enable the customer to use the delivery item in accordance with the contract or protection of the life and limb of the client's staff or the protection of his property from significant damage. Liability for non-essential contractual obligations is excluded, unless otherwise regulated in Paragraph (5).



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- (3) Insofar as the seller is fundamentally liable for damages in accordance with Section 8 (2), this liability is limited to damages that the seller foresaw as a possible consequence of a breach of contract when the contract was concluded or that he should have foreseen if the due diligence had been exercised. Indirect damage and consequential damage resulting from defects in the delivery item are excluded.
- (4) Insofar as the seller provides technical information or acts in an advisory capacity and this information or advice does not belong to the contractually agreed scope of services owed by him, this is done free of charge and with the exclusion of any liability.
- (5) The restrictions of this Section 8 do not apply to the liability of the seller due to wilful behaviour, for guaranteed characteristics, due to injury to life, limb or health or according to the product liability law. In the event of liability for simple negligence, the seller's obligation to pay compensation for property damage and the resulting further financial loss is limited to an amount per case of damage corresponding to the current coverage of his product liability insurance or liability insurance, even if it is a breach of essential contractual obligations.

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## § 9 Retention of title, right of retention

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- (1) The retention of title agreed below serves to secure all existing current and future claims of the seller against the client from the supply relationship between the contractual partners, including balance claims from a current account relationship limited to this supply relationship).
- (2) The goods delivered by the seller to the client remain the property of the seller until all secured claims have been paid in full. The goods, as well as goods covered by the retention of title which take their place in accordance with the following provisions are hereinafter referred to as "reserved goods".
- (3) The client stores the reserved goods free of charge for the seller.
- (4) The client is entitled to process and sell the goods subject to retention of title in the ordinary course of business until the realization event occurs (paragraph 9). Pledges and transfers by way of security are not permitted.
- (5) If the goods subject to retention of title are processed by the client, it is agreed that the processing takes place in the name and for the account of the seller as the manufacturer and the seller directly owns the property or - if the processing is made from materials from several owners or the value of the processed item is higher is the value of the reserved goods - the co-ownership (fractional ownership) of the newly created item in the ratio of the value of the reserved goods to the value of the newly created item. In the event that the seller does not acquire such ownership, the client now transfers his future ownership or - in the above-mentioned ratio - co-ownership of the newly created item to the seller as security. In the event that the seller does not acquire such ownership, the client already now transfers his future ownership or - in the above-mentioned ratio - co-ownership of the newly created item to the seller as security. If the goods subject to retention of title are combined with other items to form a single item or are inseparably mixed and one of the other items is to be regarded as the main item, the seller shall, if the main item belongs to

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him, transfer proportional co-ownership of the unitary item to the customer as stated in Sentence 1 Relationship.

(6) In the event of the resale of the goods subject to retention of title, as a precaution the customer hereby assigns the resulting claim against the purchaser to the seller - proportionally in the case of joint ownership of the goods subject to retention of title. The same applies to other claims that take the place of the reserved goods or otherwise arise with regard to the reserved goods, such as insurance claims or claims from tort in the event of loss or destruction. The seller revocably authorizes the buyer to collect the claims assigned to the seller in his own name. The seller may only revoke this collection authorization in the event of realization.

(7) If third parties access the goods subject to retention of title, in particular through seizure, the client will immediately inform them that the goods are the property of the seller and inform the seller about this in order to enable him to enforce his property rights. If the third party is unable to reimburse the seller for the judicial or extrajudicial costs incurred in this connection, the client shall be liable to the seller for this.

(8) The seller will release the reserved goods as well as the items or claims taking their place if their value exceeds the amount of the secured claims by more than 50%. The choice of the items to be released afterwards lies with the seller.

(9) If the seller withdraws from the contract if the buyer acts contrary to the contract - in particular default of payment - (liquidation event), he is entitled to demand the return of the reserved goods.

(10) You can only exercise a right of retention if it concerns claims from the same contractual relationship.

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## § 10 Repairs

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If a cost estimate is required before repairs are carried out, this must be expressly stated. Shipping and packaging costs are borne by the client. The invoice amount for repairs must be paid without any deductions. Repairs, also within the scope of guarantee services, are generally carried out in our factory, unless otherwise agreed in writing.

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## § 11 Returns

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Returns of goods that are free of defects or that have been provided with a security seal are only possible after consultation and agreement, taking appropriate discounts into account. By opening goods / packaging with a security seal, you undertake to purchase. Custom-made products and software are generally excluded from being taken back! A copy of the delivery note or the invoice must be enclosed with all consignments or returns. The costs of the return are at the expense of the customer or are to be carried out "free domicile".

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## § 12 Assembly

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(1) Unless otherwise agreed in writing, assembly work is to be paid for. The installation, assembly and commissioning by us takes place only after a written agreement and constitutes a separate contract. Unless otherwise agreed, the buyer is responsible for this.

(2) If we take over the installation, assembly and commissioning of complete CNC milling machines, for the purpose of smooth delivery and installation, we will send an information letter in good time before delivery, which provides information on all the necessary requirements (required floor space and passage width, requirements for the installation site, need for a forklift for unloading, etc.). The buyer must ensure that all of the above requirements are fully met before delivery.

(3) The assembly costs include in particular travel costs, daily allowance and the usual charging rates for working hours and surcharges for overtime, night, Sunday and holiday work, for work under difficult circumstances as well as for planning and monitoring. We invoice the costs for preparation, travel, waiting and travel time separately. If the installation or commissioning is delayed through no fault of ours, the customer has to bear all costs for the waiting time and for further necessary trips.

The customer provides the necessary auxiliary staff with the tools they need in the required number at his own expense. Furthermore, the customer provides sufficiently large, suitable, dry and lockable rooms for the storage of machine parts, equipment, materials, tools, etc. To protect our property and the assembly staff, He must take those measures that he would take to protect his own property. If the nature of the customer's company requires special protective clothing and protective devices for the assembly staff, he will also provide this.

Our assembly staff and their vicarious agents are not authorized to carry out work that is not carried out in fulfilment of our obligation to deliver and the installation or assembly of the delivery item or which is initiated by the customer or a third party without consulting us. We are not liable for such work that is not attributable to our area of responsibility.

If the assembly is carried out by the customer or a third party commissioned by him, our applicable operating and assembly regulations must be observed.

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## § 13. Data protection

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You can find our data protection declaration under the link

["https://www.imes-icore.com/company/terms-conditions"](https://www.imes-icore.com/company/terms-conditions).

Personal and company-related data are generally treated confidentially and, subject to our own marketing purposes, only collected, stored, processed and / or used insofar as this is necessary for business transactions. The same applies with regard to the transmission of data to affiliated companies or service partners. The customer can object to the use, processing and transmission of his personal data for our own marketing purposes at any time by sending an informal message to [info@imes-icore.de](mailto:info@imes-icore.de).

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## § 14 Confidentiality

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- (1) "Confidential information" is all information and documents of the other party that are marked as confidential or are to be regarded as confidential due to the circumstances, in particular information about operational processes, business relationships and know-how.
- (2) The parties agree to maintain discretion regarding confidential information.
- (3) Excluded from this obligation is such confidential information
  - a) which was verifiably known to the recipient when the contract was concluded or subsequently became known from a third party without violating a confidentiality agreement, statutory provisions or official orders;
  - b) which is publicly known at the time the contract is concluded or is made publicly known thereafter, provided this is not based on a breach of this contract;
  - c) which must be disclosed due to legal obligations or by order of a court or an authority. As far as permissible and possible, the recipient obliged to disclose will notify the other party in advance and give it the opportunity to take action against the disclosure.
- (4) The parties shall only grant such consultants access to confidential information who are subject to professional secrecy or who have previously been subject to obligations in accordance with the confidentiality obligations of this contract. Furthermore, the parties will only disclose confidential information to those employees who need to know for the execution of this contract, and will also oblige these employees to maintain confidentiality for the period after their departure to the extent permitted by labour laws.
- (5) Any culpable violation of these regulations will result in a contractual penalty of EUR 25,000. Further claims by the injured party remain unaffected.

## § 15 Final provisions

- (1) If the client is a merchant, a legal entity under public law or a special fund under public law, or if he does not have a general place of jurisdiction in the Federal Republic of Germany, the place of jurisdiction for all disputes arising from the business relationship between the seller and the client is at the discretion of the Seller (Fulda) or the headquarters of the client. In these cases, however, (Fulda) is the exclusive place of jurisdiction for lawsuits against the seller. Mandatory legal provisions on exclusive places of jurisdiction remain unaffected by this regulation.
- (2) The relationships between the seller and the client are exclusively subject to the law of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 (CISG) does not apply.
- (3) Insofar as the contract or these General Terms and Conditions of Delivery contain loopholes, those legally effective provisions shall be deemed to have been agreed to fill these loopholes which the contractual partners would have agreed according to the economic objectives of the contract and the purpose of these General Terms of Delivery if they had known of the loopholes.
- (4) If our customers export our goods to areas outside of the Federal Republic of Germany, we assume no liability if our products infringe the property rights of third parties. The customer is obliged to compensate for the damage caused by us through the export of goods that are not expressly delivered by us for export.
- (5) The parties are aware that the goods may be subject to export and import restrictions. In particular, there may be authorization requirements or the use of the goods or associated technologies abroad may be subject to restrictions. The buyer will comply with the applicable export and import control regulations of the Federal Republic of Germany, the European Union and the United States of America, as well as all other relevant regulations. The fulfilment of the contract by the seller is subject to the condition that there are no obstacles to fulfilment due to national and international regulations of export and import law and no other legal regulations.
- (6) The contract language is German. We save the text of the contract and send you the order data and our terms and conditions by email. In questions about the interpretation in other languages, only the German version is binding.
- (7) Changes and additions to these General Terms and Conditions must be made in writing to be effective. The repeal of the written form clause must also be in writing.

End of Document.

Status: August 2021

imes-icore® GmbH