

## 1. Sphere of Application

Principally these General Conditions of Export (hereinafter referred to as „GCE“) apply to all – also future – deliveries, services and offers of the firm Inline Process Solutions GmbH, Trippstadter Straße 110, 67663 Kaiserslautern, Germany (HRB 33787 (hereinafter referred to as "Supplier"), provided that they have not been modified or excluded expressly and in writing.

All deviating conditions are rejected and shall not form part of any contract, even if the Supplier does not declare his rejection expressly and in writing.

## 2. Conclusion of the Contract, Prices, Packing and Packing Costs, Dispatchment, Transport Insurance

2.1 Any offers of the Supplier are without obligation.

If the Supplier has fixed a time for acceptance in its written and firm offer, the contract shall be deemed to be concluded, when the Customer before expiration of such period has dispatched a written acceptance, as long as such acceptance reaches the Supplier at least within 3 days after the fixed expiration date. The contractual content is defined by the technical specification of the Supplier.

2.2 All prices are for delivery Ex Works of the Supplier (EXW Incoterms 2020), German Value Added Tax excluded (refer to nos. 2.3 and 3.1). Customers from the European Union have to indicate their VAT-Ident.-No. at the formation of the contract. Customers from outside the European Union are not charged with German VAT.

2.3 Unless otherwise agreed packing shall be at the discretion of the Supplier and shall be charged at self-cost. The Customer shall dispose of all packing materials. The Supplier shall be entitled to have the Customer send back packing materials free of charge.

2.4 The goods are dispatched on charge and at the risk of the Customer. The Supplier may provide for the insurance of transport risks on request.

2.5 Delivered devices and auxiliary means have to be assembled by the Customer.

## 3. Delivery, Passing of Risk, Declaration

3.1 Unless otherwise agreed in writing, all deliveries will be effected exclusively Ex Works of the Supplier D-67663 Kaiserslautern, Germany (EXW Incoterms 2020). Any agreed deviating trade terms shall be interpreted according to the Incoterms of the International Chamber of Commerce, Paris.

3.2 Partial deliveries are permitted.

## 4. Time for Delivery, Delay, Cancellation of the Contract

4.1 Any dates of delivery are without obligation and only binding if agreed expressly and in writing. The period of time for delivery begins to run with dispatchment of the sales confirmation, but neither prior to the production of all documents, licences, permits and further formalities which are required of the Customer, nor before receipt of the agreed advance payments.

4.2 If the Supplier is responsible for delay of delivery, the Customer, after 3 weeks of delay – excluding other claims – is entitled to liquidated damages – if he substantiates that he has incurred damages – for each further full week of delay, payable at a rate of 0,5 % – but not exceeding 5 % in total – calculated on the value of that part of delivery which, as a consequence of the delay, cannot be used as intended. No. 18.2 applies accordingly.

4.3 If the maximum liquidated damages according to no. 4.2 are reached, the Customer – after he has fixed an additional reasonable period combined with the announcement that acceptance of delivery will be refused – may notify the Supplier in writing of the termination of the contract in respect of that part of the goods which are delayed, except where the Supplier delivers prior to termination.

4.4 If the Customer is in delay with an essential contractual obligation, the Supplier is entitled to extend the period of time for delivery according to the period of delay. No. 5 applies analogously.

## 5. Acceptance of Delivery

The Customer bears all costs of storage, insurance, protection measures etc., arising from any delayed acceptance. Without further proof the Customer must pay per week of delay liquidated damages of at least 0,5 % of the order value, but not exceeding 5 % in total.

The Supplier may demand, by notice in writing, the Customer to accept delivery within an additional period of time if the Customer has not accepted delivery at the fixed time of delivery. Nevertheless, this does not affect the Supplier's claim to the purchase price.

After expiration of the additional period the Supplier is entitled to terminate the contract in whole or partly by notice in writing and claim damages including claims for loss of profit.



## 6. Payment

6.1 Unless otherwise agreed, all payments must be effected by advance payment or by irrevocable and confirmed letter of credit (or bank guarantee, bond) at least 2 weeks prior to the date of delivery. The "Uniform Customs and Practices for Documentary Credits" of the International Chamber of Commerce, Paris, (ERA 600 of 01.07.2007), are applicable. All payments shall be effected in EURO without regard to any fluctuations of the currency exchange rate and without any reduction or discount "free pay office" of the Supplier.

6.2 In case of late payment, the Supplier is entitled to interest from the date on which payment was due. The rate of interest shall be 9 percentage points p.a. above the prime bank rate of the European Central Bank. The Supplier insofar may suspend performance of the contract.

If the Customer has not paid the agreed amount within a reasonable additional period not to exceed 1 month after the payment was due, the Supplier shall be entitled to terminate the contract by notice in writing and claim compensation for any loss including claims for loss of profit it has incurred.

### 6.3 (Creditworthiness, delay in payment)

If any particular circumstances create considerable doubts regarding the Customer's creditworthiness, all claims resulting from the whole business relationship shall become due immediately.

The Supplier also then is entitled to demand delivery against advance payment. Sentence 1 applies accordingly regarding Customer's delay in payment for another contract with the Supplier.

If payment in installments is agreed and the Customer delays more than 10 % of the owed purchase price, the entire purchase price shall become due immediately.

6.4 The Supplier is entitled to demand advance payment of the purchase price regarding Customer specific products or variations of those, payable 3 weeks prior to start of production at the latest.

## 7. Liability for Conformity of the Goods

### 7.1 (Duty of examination and notification)

After acceptance, the Customer must examine the goods without delay. Therefore he must observe the recognised industry standards. In any case, the Customer loses the right to rely on a lack of conformity of the goods if it does not give notice to the Supplier, exactly specifying the nature of the lack of conformity, as soon as he has discovered it or ought to have discovered it.

After arrangement with the Supplier the Customer is responsible for the securing of all proofs.

### 7.2 (Handling and storage)

The proof of careful treatment and adequate and dry storage of the goods devolves on the Customer.

### 7.3 (Remedy of defects, substitutional delivery)

If the goods do not conform to the contract, the Supplier may remedy the lack of conformity at first and at its own discretion within four weeks after the Customer's request and, even if the defects are substantial, by repair or substitutional delivery.

The Customer – on reasonable demand and according to the directions of the Supplier – is obliged to participate in any repair works. Upon request the Customer is obliged to send the goods to the Supplier for repair.

### 7.4 (Pro rata reduction, termination of the contract)

If the Supplier fails to remedy the lack of conformity according to no. 7.3 by repair or replacement, the Customer is entitled to a reasonable pro rata reduction of the purchase price. If the lack of conformity is fundamental, the Customer may fix a final period for fulfilment and after fruitless expiration of such final period demand termination of the contract.

7.5 The Supplier is liable for indirect losses only according to the stipulations of no. 18.

### 7.6 (Deviations customary in trade, changes in construction)

Deviations, which are customary in trade, regarding quantities, measures, quality, weights etc. are permitted. Equivalent changes in construction are reserved.

### 7.7 (Observation of Supplier's instructions)

Instructions of the Supplier about the further treatment or application of the goods must be observed by the Customer, otherwise damages resulting thereof have to be borne by the Customer.

## 8. Supplier's Operating Instructions, Function Tests, Repairs

8.1 The Customer is only entitled to use the delivered products in strict compliance with the Supplier's operating instructions.

8.2 The delivered products have to be function tested regularly from time to time. Only by continuous function tests a safe and lasting function can be surveyed and guaranteed.

8.3 The delivered products may be repaired exclusively by the Supplier. In case of unauthorized repairs there is a risk of malfunction. The Supplier shall not assume any responsibility therefrom.

## 9. Tools, Plans, Sales materials, Software, Secrecy

9.1 All rights regarding Supplier's samples, tools, devices, drawings, drafts and plans, especially patent-, copy- and invention rights shall remain property of the Supplier. All sales materials such as catalogues, samples and sample books, price lists etc. which have been placed at the Customer's disposal, shall remain property of the Supplier and shall be returned to the Supplier on demand.



9.2 Any documents pertaining to an offer, such as pictures, drawings, weights, measures, capacities or data on further qualities and other information about the contractual products and services, are only binding approximately. All proprietary and copyrights regarding information of the Supplier – also in electronic form – remain with the latter.

9.3 The contractual parties agree to keep secret all commercial and technical details of their mutual business if they have been marked as secret or if the interest in confidentiality arises from the circumstances. This also applies to the items mentioned in nos. 9.1 – 9.2, which also shall not be disclosed or made available to any third party.

9.4 The contractual parties shall also ensure that their subcontractors will be under the same confidentiality obligation as set out in no. 9.3.

## 10. Non-Performance, Impossibility, Inability

As far as the Supplier is unable to deliver in whole or partially, the Customer may terminate the contract by notice in writing to the Supplier in respect of that part which is not delivered, save where acceptance of partial performance should be an unreasonable demand. Nos. 17 and 18 apply accordingly.

## 11. Retention of Title and Ownership

11.1 All delivered goods remain property of the Supplier until all his purchase price claims resulting from the underlying contractual relationship are fully paid for.

If the validity of the retention of ownership is subject to special conditions or regulations in the country of destination, the Customer is responsible for the observation and compliance with those conditions or regulations. He shall inform the Supplier thereof.

Any bills of exchange or cheques are only deemed to be fulfilment with receipt of the entire payment.

11.2 The Customer shall assist the Supplier in taking any measures necessary to protect the Supplier's ownership and title to the product in the country concerned. The Customer shall inform the Supplier if any dangers regarding the property of the Supplier should occur. This applies especially to disposals of third parties or authority measures.

11.3 The Supplier – after a reminder – is entitled to cancel the contract and to take back any goods delivered under retention of title after fruitless expiration of a reasonable additional period noticed to the Customer and to annul the contract, if the Customer does not fulfil his contractual obligations, especially if payment is delayed. The Supplier is not obliged to fix an additional period if there are legal exceptions.

11.4 The Customer shall insure the delivered goods at his costs against theft, fire, water damages and other risks for the time until full payment is effected.

11.5 If the value of all securities exceeds the value of all secured claims by more than 10 % the Supplier shall, upon request, give up securities at his discretion.

## 12. Rental of Products (measuring instruments, accessories, etc.)

12.1 The Supplier may also rent products and accessories to the Customer (the "Rental Service Description and Conditions" describes the exact scope of delivery).

The Customer is not entitled to permit third parties to use the products or to lease the contractual products and accessories to third parties without the prior written consent of the Supplier. The Customer is not entitled to dispose of the contractual object. The scope of the usage rights will be agreed separately between the parties in the contract.

This also applies to assembly and commissioning services.

12.2 The Customer shall provide the Supplier with a detailed description of its system and its intended use prior to conclusion of the contract. The Customer is obligated to take out insurance for the products and shall send the Supplier a copy of the relevant insurance contract or a confirmation of coverage from the insurer prior to shipment. Failure to do so will result in postponement of the shipment date.

## 13. Software (Licences)

13.1 The delivered software remains the property of the Supplier. Its use and handling are subject to the Supplier's "Software Specifications and Conditions".

It may not be made accessible to third parties, copied, or otherwise duplicated without the prior written consent of the Supplier. The Customer is granted a non-exclusive and non-transferable, time-limited right of use for internal use for the purposes for which the software was supplied.

To the extent that the Supplier provides (licenses) software to the Customer, the Customer is granted only a non-exclusive license limited to those products, locations, and areas of application specified in the individual order and confirmed in writing by the Supplier. Any other or further use is prohibited.

## 14. Services (measurement, testing, feasibility analysis, training/onboarding, repair and maintenance, image analyses, etc.)

14.1 (Test object, Services of the Supplier)

The condition of the test or measurement object at the time of the test or measurement activity is the decisive basis for the Supplier's services. The Supplier shall document the condition of the test or measurement object and send it to the Customer. The Customer is obliged to immediately notify the Supplier about any deviating condition and provide evidence of this.



Measurements, tests, and their results refer exclusively to the test object being tested at the time of the measurement. If the Supplier provides additional services such as onboarding, repairs, maintenance, training, image analysis or feasibility studies etc., these will be performed in accordance with the current state of science and technology.

14.2 The Service Descriptions and Conditions prepared by the Supplier for the individual services will be made available to the Customer and must be strictly observed by the latter. Any cases of doubt must be clarified in writing with the Supplier in advance.

14.3 Information, advice and consultations provided by the Supplier regarding its services beyond a contractual relationship are based exclusively on its experiences, for which liability can only be assumed if so confirmed in writing.

## **15. Technical Assistance and other Cooperation of the Customer**

15.1 The Customer must support the assembly personnel in carrying out the assembly and the agreed services on site in an appropriate manner and at his own expense.

In particular, the Customer must provide in a timely manner and at his own expense:

(1) the necessary and suitable assistants (technical assistants, fitters, other skilled workers in sufficient number with the tools they require)

(2) all works regarding earth, concrete, construction, chiselling, scaffolding and other ancillary work outside the scope of the industry, including the building materials required for this purpose;

(3) the supplies and materials required for assembly and commissioning

(4) energy and water, heating, lighting, including the necessary connections to the point of use

(5) devices for the safe storage of equipment, materials, tools, etc.: furthermore, the Customer shall take the same measures to protect the property of the Supplier and the installation personnel on the construction site that he would take to protect his own property

(6) protective clothing and protective devices that are required due to special circumstances at the assembly site and are not customary in the Supplier's industry.

15.2 Before work begins, the Customer must provide the necessary information on explosion protection, electricity, gas, water pipes or similar systems as well as the required static information without request of the Supplier.

15.3 Before assembly and/or commissioning begins, the preparatory works required for commencing work and not to be performed by the Supplier must be completed. The

Customer must ensure that work can begin immediately upon arrival of the assembly personnel and can be completed without interruption.

## **16. Inventions and Intellectual property**

16.1 "Intellectual property" includes amongst others all copyrights, trademarks, trade secrets, patents, utility models, developments (e. g. software development), and know-how. Intellectual property is not limited to pending and registered rights.

16.2 The Supplier does not transfer any intellectual property rights to the Customer. This applies in particular to intellectual property that the Supplier already owned prior to the execution of the contract or that was developed independently of the execution of the specific contract. All intellectual property acquired by the Supplier in connection with the provision of services, including software, models, designs, drawings, documents, inventions, and know-how ("Inventions"), shall remain the property of the Supplier – unless expressly agreed otherwise in writing or otherwise required by law.

## **17. Act of God**

17.1 Each party shall not be liable for non-performance, if performance is prevented by circumstances beyond the party's control or especially by one of the following circumstances:

fire, natural disasters, war, seizure, requisition, prohibition of export, embargo or other authority measures, general shortage of materials, restrictions in the use of power, industrial disputes or if a breach of contract of subcontractors is caused by any such circumstances.

17.2 Each party may terminate the contract by notice in writing if performance is being prevented for more than 6 months according to no. 17.1.

17.3 All claims of the Customer based on a lack of conformity with the contract shall be time limited and statute barred-within 12 months from passing of risk (no. 3).

The Supplier's liability is limited to any lack of conformity, which appears within this period. This does not affect the lawful time limitation of claims, which occur according to no. 18.2.

## **18. Liability for subsidiary Duties, General Limitation of Liability**

18.1 The Supplier is only liable for the contractual or pre-contractual secondary duties according to the provisions of nos. 4, 17 and 18.2.

18.2 Save as stipulated in nos. 4.2, 4.3 and 7.1 through 7.4, 10, 17 and 18 the Supplier shall – without regard to the legal reasons – not be liable for any lack of conformity and damages. This applies to any damages caused by the





defect or rights of third parties, including losses of production, profit or other indirect losses, whatsoever, (losses and damages not incurred in the delivered goods themselves).

In case of responsibility for a breach of fundamental contractual obligations the Supplier is liable, also in case of gross negligence, but only for typical contractual losses which could have been reasonably foreseen. The Supplier in any case is liable, however, for gross negligence, for particularly rendered guarantees, fraud, culpable caused damages to life, body or health or if there is compulsory liability regarding physical injuries or damages to private items under German or foreign product liability laws.

## 19. Compliance with Law

19.1 The Supplier is responsible for the compliance with the relevant German laws and regulations, which are decisive unless otherwise agreed and as far as products made in Germany are exported. The observation and implementation of the relevant foreign trade law (e.g. import or foreign exchange licences etc.) and further laws outside Germany is the Customer's obligation.

19.2 The Supplier will recognize the Customer's codes of conduct if they are based on general values such as respect for human rights, environmental protection and nature conservation, etc., and are advocated by the EU and the UN. The Supplier selects its subsuppliers with the aim of promoting the aforementioned values and sustainability considerations. However, the Supplier can only assume responsibility for the conduct of its suppliers and their subcontractors within the framework of legal regulations or if this has been expressly agreed upon with the Customer.

### 19.3 (Data protection)

If personal data is processed by the Supplier within the framework of the contractual relationship or during the initiation of the contract, it will process this data exclusively within the framework of the statutory provisions, in particular in compliance with the provisions of the EU General Data Protection Regulation (GDPR 2016/679).

## 20. Place of Performance, Dispute Resolution, Arbitration, Applicable Law

20.1 Place of performance shall be – if not agreed otherwise – the works of the Supplier in 67663 Kaiserslautern, Germany.

20.2 All disputes arising out of or in connection with contracts under these GCE shall be finally settled without recourse to the courts, in accordance with the Rules of Arbitration of the International Chamber of Commerce, Paris, by one or more arbitrators designated in conformity with the said Rules. The losing Party, as determined by the Arbitrators, shall pay all expenses incurred by the prevailing Party in connection with any such dispute. Language of arbitration shall be English, place of arbitration shall be 67663 Kaiserslautern, Germany.

20.3 Instead the arbitration court provided for in No. 20.2 the competent state courts for 67663 Kaiserslautern, Germany, shall make final and binding decisions, regarding disputes with Customers from the European Union or from Iceland, Norway or Switzerland.

20.4 The Supplier in any case and at its discretion is entitled to invoke the state courts at the place of business of the Customer. In so far the competence of Nos. 20.2 and 20.3 will become obsolete.

20.5 All contracts concluded under this GCE shall be subject to the United Nations Convention on Contracts for the International Sale of Goods (CISG) from 11.04.1980. Subsidiary substantive and procedural law shall be that in force at the Supplier's place of business in Germany.

## 21. Miscellaneous

21.1 All rights and duties of either party are not assignable, except assignments of purchase price claims to banks of the Supplier.

21.2 Modifications, amendments or further subsidiary agreements to this GCE are required in written form.

21.3 Any contract concluded under this GCE shall remain valid although single conditions should be or become invalid.

21.4 The Customer only is entitled to offset claims or to suspend contractual performance regarding claims which have not been denied by the Supplier or which have been awarded by the courts.

21.5 (Trade marks, trade names, marketing, industrial property of the Supplier)

Only with the prior written consent and only in the interest of the Supplier the Customer is allowed to make use of or to have registered any trademarks, tradenames or other signs of the Supplier.

21.6 (Industrial property of third parties)

The Customer is responsible that industrial property rights of third parties are not infringed due to its directions regarding forms, measures, colours, weights etc. The Customer shall indemnify the Supplier, including all costs and expenses occurring before and outside the courts and assist the Supplier on its demand in any litigation against claims of third parties based on infringement of the aforesaid industrial property rights.