

General Terms and Conditions of Sale and Delivery (GTCSO)

Status 09/2023

1. General provisions

- 1.1. The present GTCSO shall apply to all business relationships of Id-Technik international GmbH ("We") with the respective customer ("Orderer"). These GTCSO shall only apply if the Orderer is an entrepreneur (Section 14 BGB [German Civil Code]), a legal entity under public law or a special fund under public law. Deviations, modifications or supplements shall require the written form. General terms and conditions of the Orderer shall not become part of the contract even if the Orderer has referred to them.
- 1.2. We reserve all property rights, copyrights and industrial property rights in our products, samples, cost estimates, drawings or similar information. The transfer to third parties is prohibited.

2. Offer, order, conclusion of contract, call orders

- 2.1. Our offers are non-binding and without obligation. All orders require our acceptance through order confirmations. Additional agreements and changes require our written confirmation.
- 2.2. The customer is obliged to check for themselves whether the ordered goods are suitable for the intended use of the customer. We assume no liability for this suitability.
- 2.3. If call orders are agreed with the Orderer, these must be accepted within the period agreed upon in accordance with the order confirmation. If the Orderer is in default for more than one month with the call-off of the order, we are entitled to deliver the remaining quantity to the Orderer and to invoice it.

3. Prices

- 3.1. All prices are exclusive of the applicable VAT.
- 3.2. Unless otherwise expressly agreed, the prices are net ex works including packaging.
- 3.3. We expressly reserve the right to increase prices accordingly if wages and other costs should increase as a result of unforeseen events (freezing of raw materials, etc.) until delivery of the goods.

4. Payment conditions, security

- 4.1. Our invoices are payable in advance, before delivery.
- 4.2. The Orderer shall only be entitled to set-off or retention rights to the extent that its claim is legally established or undisputed. In the event of defects in the delivery, the counter-rights of the Orderer shall remain unaffected.
- 4.3. In case other payment terms are agreed to, late payment occurs without reminder with the expiry of the payment period mentioned under point 4.1. Interest for late payment and other damage caused by late payment shall be governed by the statutory provisions.
- 4.4. The Orderer is obliged to provide us with all information necessary for the execution of the order. If it becomes apparent after conclusion of the contract that our payment entitlement is endangered by a lack of capacity of the Orderer, we are entitled to refuse our performance and to demand compensation or security for outstanding deliveries. If this request is not met within 2 weeks, we are entitled to withdraw from the contract without a grace period. The statutory provisions on the dispensability of the time limit shall remain unaffected. The right of refusal of performance shall cease to apply if the payment is effected or security is provided for it.

5. Delivery, delivery fault

- 5.1. Delivery shall be ex warehouse, which is also the place of performance for the delivery and any subsequent performance. At the request and expense of the Orderer, the goods are shipped to another destination (dispatch purchase).
- 5.2. The delivery period is agreed individually or specified by us upon acceptance of the order. The occurrence of our delay in delivery shall be determined in accordance with the statutory provisions. In any case, however, a written reminder by the Orderer is required.
- 5.3. If we are unable to meet binding delivery deadlines for reasons beyond our control (unavailability of the service), we will inform the Orderer immediately and at the same time inform of the expected new delivery period. If the service is not available within the new delivery period, we shall be entitled to withdraw from the contract in whole or in part; we will immediately refund any consideration already provided by the Orderer. Unavailability of the service exists, for example, in the case of force majeure or other circumstances beyond our control, e.g. war, unrest, natural forces, pandemics, epidemics, fire, accidents, strikes, lockouts, traffic blockages, operating restrictions, energy and raw material shortages.

6. Transport and packaging

In the case of a mail order purchase, the goods shall be shipped for the account and at the risk of the Orderer. The decisive factor for the calculation of the transport costs is the weight and measure we determine. The choice of the shipping method is left to us, unless otherwise agreed with the Orderer. The packaging material is, if provided by us, determined, not taken back and used by the Orderer.

7. Claims for defects

- 7.1. The statutory provisions shall apply to the rights of the Orderer in the event of material and legal defects, unless otherwise specified below. If the delivered item is defective, we can first choose whether we provide supplementary performance by eliminating the defect (supplementary improvement) or by supplying a defect-free item (replacement delivery). If the type of supplementary performance chosen by us is (in individual cases), unreasonable for the Orderer, he may reject it.

- 7.2. The Orderer's claims for defects presuppose that he has complied with their statutory inspection and notification obligations (§§ 377, 381 HGB). In the case of building materials and other goods intended for incorporation or other further processing, an examination shall be carried out immediately before processing. In all cases, obvious defects must be notified in writing within 10 working days from delivery and defects not recognisable during the examination must be notified within the same period from discovery. If the Orderer fails to properly inspect the goods and/or give notice of defects, our liability for the defect not reported or not reported in time or not reported properly shall be excluded in accordance with the statutory provisions.

- 7.3. By way of derogation from § 438 (1) No. 3 BGB, the general limitation period for claims arising from material and legal defects shall be one year from delivery.

8. Other liability

- 8.1. Unless otherwise stipulated in these GTCSOs, including the following provisions, we shall be liable in the event of a breach of contractual and non-contractual obligations in accordance with the statutory provisions.
- 8.2. We shall be liable for damages in the context of liability for fault in case of intent and gross negligence. In the event of simple negligence, we shall only be liable, subject to legal limitations of liability
 - a) for damages resulting from injury to life, body or health,
 - b) for damages arising from a breach of a material contractual obligation (obligation, the fulfilment of which enables the proper performance of the contract in the first place and on the observance of which the contractual partner regularly trusts and may trust); in this case, however, our liability is limited to the compensation of the foreseeable, typically occurring damage.
- 8.3. The limitations of liability resulting from point 8.2 shall also apply in the event of breaches of duty by persons for whose fault we are responsible according to legal regulations. They shall not apply to the extent that a defect has been fraudulently concealed or a guarantee has been given for the quality of the goods and for claims of the Orderer under the Product Liability Act.

9. Reservation of ownership

- 9.1. Until the full payment of the invoice amount and all our claims from our business relationship including all ancillary claims, the goods delivered by us remain our property. The Orderer is not entitled to pledge the goods delivered by us to third parties or to transfer them for security purposes.
- 9.2. The Orderer shall be entitled to sell and/or process the goods subject to retention of title in the ordinary course of business until revocation. The retention of title extends to the products resulting from the processing, mixing or joining of our goods, whereby we are considered as the manufacturer. The Orderer shall hereby assign to us by way of security any claims against third parties arising from the resale of the goods or the product in total and/or in the amount of our co-ownership share. We accept the assignment. The Orderer shall remain authorised to collect the claim in addition to us until revoked.

10. Threat to our security rights

In the event of a seizure of the goods still owned by us or of the claims assigned to us against its customers, the Orderer is obliged to notify us immediately and to advance the costs of any intervention proceedings; he shall finally bear these costs if the opposing party does not reimburse him.

11. Transfer of risk for shipment

In the case of sale by delivery to a place other than the place of performance, the risk of accidental loss and accidental deterioration of the goods as well as the risk of delay shall already pass upon delivery of the goods to the forwarding agent, the carrier or the person or institution otherwise designated to carry out the shipment. This applies regardless of whether the shipment of the goods takes place from the place of performance or who bears the costs of the shipment.

12. Final provisions

- 12.1. Exclusively German law excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall apply.
- 12.2. In the event of a dispute arising out of or relating to the contract, the parties undertake to conduct mediation in accordance with the provisions of the Arbitration and Mediation Board for Commercial Disputes of the Rhine-Neckar Chamber of Industry and Commerce (IHK Rhein-Neckar) before filing a claim with an arbitration court or an ordinary court. An action before the arbitral tribunal or an ordinary court shall be brought only if the plaintiff has made vain efforts to carry out a conciliation procedure or if, following an unsuccessful conciliation procedure, the appointed arbitration and mediation body confirms the termination of that procedure.
- 12.3. Should individual provisions of the above GTCSOs be or become ineffective or impracticable in whole or in part, the effectiveness of the remaining provisions shall not be affected thereby. The parties shall replace the invalid or unenforceable provision with a valid and effective provision that comes as close as possible to the invalid or unenforceable provision in legal and economic terms and that they would have reasonably agreed if they had considered the invalidity or unenforceability of the respective provision when concluding the contract. The same shall apply accordingly if this agreement contains a gap. This version of the General Terms and Conditions of Sale and Delivery is a translation from German into English. The German version alone is legally binding.