

# General terms and conditions

## 1. General information

All our deliveries and services shall be provided exclusively on the basis of our General Terms and Conditions. We reserve the right to make modifications for future transactions.

Any diverging terms of business from the client shall not apply unless expressly agreed in writing.

## 2. Client services

The client must ensure that we are able to carry out the requested services without obstruction and without interruption.

Access must be available to bring materials into the building.

The client is responsible for any obstructions or interruptions in the assembly as a result of other construction work that has either not been carried out or is delayed. Goods, machines and endangered building and facility parts must be removed by the client or be secured so that the risk of damage can be ruled out. Electrical energy and water are to be provided free of charge.

The client must provide at no charge a room with a lock at all times for the storage of materials and tools, and must provide toilet and washing facilities and a room with a lock, which must be heated in winter. If facilities are missing and are not supplied within an appropriate time as requested, these will be acquired at the client's expense.

The client shall take all necessary safety precautions (provision of firewatch, fire extinguishing material, covers, etc.) for work involving cutting, welding, thawing, soldering and the like.

The client shall take all necessary measures to ensure that water-bearing fittings and pipes cannot be damaged by frost.

We are to be provided with all updated building and object drawing we require, free of charge.

## 3. Prices and terms of payments

The prices of the offer only apply for the order of the entire system on offer, if work is started within six months after the order has been issued and for uninterrupted assembly with subsequent acceptance.

Prices include shipping and delivery of the listed materials and tools to the installation site and for the return transport of the tools and spare materials. Engineering services, wages, the use of equipment and consumables for work not included in the scope of the agreed services are charged according to our conditions for wage labour. Unless otherwise agreed, invoicing shall be based on the measurements, in accordance with the individual prices.

All payments are to be made within 14 days from the date of the invoice without deductions. Cheques do not count as payment until they are cleared. Payments by bank draft are not accepted.

If, following conclusion of the agreement there is evidence that the client's solvency is in question, we have the right to withdraw from the agreement or only to provide our service on advance payments or with a security deposit.

In the event of delayed payment by the client we have the right, without further evidence, to level interest at 5% over the base rate set by the European Central Bank. We reserve the right to assert further damages.

## 4. Retention of title and security interests

All goods supplied shall remain our property until full settlement of all claims under the contractual relationship (reserved goods). The client must immediately inform us of any encroachment of our rights through third party action.

Processing, connecting and mixing of the reserved goods will be carried out without obligation for us as manufacturer. The new goods are considered to be reserved goods.

With the processing, combination, commingling of the reserved goods with other goods, we shall be entitled to co-ownership in the new goods in the relationship of the invoice value of the reserved goods compared to the invoice value of the other used goods. Should our property be dissolved by combination or mixing, the client agrees to transfer to us his right of ownership in the newly-generated article in proportion to the invoice value of our reserved goods, and to keep said articles safe for us without charge.

The articles in which we thus may acquire rights of co-ownership shall be regarded as reserved goods.

The client may sell conditional goods only in the normal course of business at standard terms and conditions, provided the client is not in default with any payments.

This is provided that titles in any claims resulting from such resale are transferred to us.

The client shall not be entitled to dispose of reserved goods in any other way.

The client's claims arising from the resale of the reserved goods are already transferred to us at this point. We are not required to explicitly state this in our delivery note or invoices to uphold the validity of this agreement. They serve as security to the same extent as the reserved goods.

If the reserved goods are resold by the client with other articles not supplied by us, the assignment of the receivables from the sale applies only to the amount of the resale value of the respective reserved goods sold. If the buyer's claim from the resale is set on an open account relationship with his purchaser, the buyer conveys to us his claim from the open account relationship only to the amount of the resale value of the reserved goods. Where goods are sold to which we have a co-ownership share, the assignment of the claim applies up to the value of our co-ownership proportion. If the reserved property is used by the customer/buyer to fulfil a works contract or works supply contract, the claim

from the contract for work or services is also assigned to us in advance, to the same amount.

The client shall be entitled to collect the claims from the resale until revoked by us; such revocation is permitted at any time. The client is only entitled to assign the receivable payment claims - including the sale of the claims to factoring banks - with our prior written approval. On our request, he is obliged to inform his customers immediately about the conveyance to us, if we do not do so ourselves and leave us necessary the information and documents required for the collection.

If we claim the reservation of property rights, this does not constitute a cancellation of the contract if we declare this explicitly in writing.

The right of the client to own the reserved property shall lapse if he does not meet his obligations arising from this or another contract. The client is obliged to notify us immediately of any attachment or other impairment of the privileged property by third parties. If the value of the existing sureties exceeds the secured claims by a total of more than 10%, at the demand of the client, we are obliged to release security of our choice.

## 5. Performance schedule

Contractual terms and dates and any completion dates are only binding if expressly agreed in the contract. The schedule is considered observed if our delivery or assembly is completed within the agreed time with unrestricted conduct of business and if this is reported to the client. The client is required to accept the installation within 8 working days of the request. We are no longer obliged to meet the contractually agreed schedule in the event of disruptions at our company or our supplier's company, force majeure or other unavoidable events.

## 6. Warranty and Liability

We accept liability for the work we carry out for the usual use for a period of two years, starting from commissioning the installation or sending the goods and we are obliged to remedy deficiencies within the context of a supplementary performance. Leaking weld seams up to 2% of the product supplied are not to be considered defects of the purchased goods and do not entitle the client to a discount as defined in §441 BGB (German Civil Code). In the event of a valid warranty claim, only the faulty product shall be replaced and no costs to rectify the defect shall be covered. The client shall retain the right to supplementary performance in accordance with §439 BGB. We accept no liability for consequential damages caused by the faulty goods. Any further claims are excluded.

The warranty shall become null and void if the client fails to meet its payment obligations. The warranty is further voided if we do not set the system into operation prior to acceptance, if there are any changes or maintenance work carried out on the system carried out by a third party or in the event of any other unauthorised interventions.

Any damage claims of any kind are always limited to the basis and limits of the cover of our liability insurance. Liability is excluded for any damages that are not covered by the company's liability insurance. We accept no liability for damage caused by the use of systems we have installed.

## 7. Other Matters

In the event of individual provisions of these terms and conditions becoming fully or partially invalid, the other provisions remain fully applicable. The parties to the agreement agree to replace the invalid provisions with valid conditions both parties can accept that most closely matches the purpose intended by the invalid provision.

The place of performance for payments is Losheim am See. The place of performance for deliveries and fitting services is the site of installation. These terms and conditions are governed by the laws of Saarbrücken.

**IBS – Industrie-, Branschutz & Sicherheit GmbH**