

### § 1 General / Scope

- (1) The terms and conditions of IGEL AG apply exclusively. Conflicting or differing terms and conditions of the customer are not recognised, unless IGEL AG agrees expressly and in writing to their validity. The terms and conditions of IGEL AG apply even if the delivery or service to the customer is carried out unconditionally in the knowledge of conflicting or deviating sales or business terms and conditions of the customer. Purchasing is subject to separate purchasing terms and conditions.
- (2) All agreements made between IGEL AG and the customer for the purpose of executing this contract are laid down in writing in this contract.
- (3) These terms and conditions apply only to entrepreneurs in the sense of § 310 para. 1 BGB (German Civil Code).
- (4) IGEL AG points out that personal data acquired in the course of the business relationship will be stored with the help of electronic data processing and passed on in-house.

### § 2 Offer / Acceptance / Offer documents

- (1) If the declaration of intent of a customer is to be taken as an offer in accordance with § 145 BGB, IGEL AG can accept it within 2 weeks.
- (2) Offers by IGEL AG are non-binding unless the offer expressly specifies otherwise.
- (3) IGEL AG reserves the ownership and copyrights to illustrations, drawings, calculations, other documents and computer files. This also applies to such documents and computer files that are designated as "confidential". Before such materials are passed on to third parties, the customer requires the express written consent of IGEL AG. The materials are to be secured against access by and knowledge of unauthorised third parties. The content may not be disclosed to unauthorised third parties. Upon request of IGEL AG, documents marked as "confidential", including all existing copies, must be handed over and computer files deleted.

### § 3 Scope of the service

- (1) Before making an offer, the customer must inform IGEL AG in writing and clearly point out those regulations and standards that relate to the performance of IGEL AG. In the absence of any other agreement, IGEL AG owes only the compliance with such regulations and standards, which are named in the order confirmation of IGEL AG. This does not apply to compliance with mandatory statutory provisions and standards.
- (2) IGEL AG is authorised to make changes or additions to the agreed services that lead to improvements, provided these do not cause any price increase for the customer.
- (3) IGEL AG is authorised to entrust third parties with the fulfilment of the contract or to transfer the performance in whole or in part to third parties.

### § 4 Delivery period

- (1) The beginning of the delivery period specified by IGEL AG requires the clarification of all technical questions.
- (2) Compliance with the delivery obligation of IGEL AG further requires the timely and orderly fulfilment of the customer's obligations. Legal objection on the basis of an unfulfilled contract remains reserved.
- (3) If the customer is in default of acceptance or culpably violates other obligations to cooperate, IGEL AG shall be entitled to demand compensation for any damage incurred in this respect, including any additional expenses. Further claims are reserved.
- (4) Insofar as the requirements of para. (3) are met, the risk of accidental loss or accidental deterioration shall pass to the customer with regard to purchased goods at the time at which the latter is in default of acceptance or payment.
- (5) IGEL AG is liable in accordance with the statutory provisions insofar as the underlying contract is a fixed transaction within the meaning of § 286 para. 2 no. 4 BGB or § 376 HGB. IGEL AG shall also be liable in accordance with the statutory provisions if, as a result of a delay in delivery for which IGEL AG is responsible, the customer is entitled to assert that its interest in the further performance of the contract has ceased to exist.
- (6) Furthermore, IGEL AG is liable in accordance with the statutory provisions if the delay in delivery is based on an intentional or grossly negligent breach of contract for which it is responsible; a fault of the representatives or vicarious agents of IGEL AG is to be attributed to IGEL AG. If the delay in delivery is not due to an intentional breach of contract for which IGEL AG is responsible, the liability for damages on the part of IGEL AG is limited to the foreseeable, typically occurring damage.
- (7) IGEL AG shall also be liable in accordance with the statutory provisions insofar as the delay in delivery for which it is responsible is due to the culpable breach of a material contractual obligation; In this case, however, the liability for damages is limited to the predictable, typically occurring damage.
- (8) In addition, IGEL AG shall be liable in the event of delay in delivery for each completed week of delay as part of a lump-sum compensation for delay amounting to 3% of the delivery value, but not exceeding 15% of the delivery value.
- (9) Further legal claims and rights of the customer remain reserved.

### § 5 Prices / Terms of payment

- (1) The prices are in Euro barring other agreements.
- (2) Unless otherwise stated in the order confirmation, the prices quoted by IGEL AG shall apply "ex works", excluding packaging; this will be charged separately.
- (3) The customer shall bear the costs of all types of taxes, charges, fees and duties that are levied in connection with the contract or reimburse them to IGEL AG against proof if IGEL AG has become liable for payment.
- (4) The statutory VAT is not included in the prices; it will be shown separately in the invoice at the statutory rate on the date of invoicing.
- (5) The deduction of a discount requires special written agreement.
- (6) Subject to special agreements, executed work and supplies shall be invoiced monthly in the form of a partial or final invoice.
- (7) All payments made by the customer are due net within 30 days of invoicing. The legal rules regarding the consequences of late payment apply.
- (8) If the customer is in arrears with a payment, then IGEL AG shall be entitled, without restriction of its statutory rights and without further ado, to suspend further performance of the contract until new terms of payment have been agreed and IGEL AG has received sufficient collateral for the further performance of the contract.
- (9) The customer is only entitled to set-off rights if its counterclaims are legally established, undisputed or recognised by IGEL AG. In addition, the customer is entitled to exercise a right of retention insofar as its counterclaim is based on the same contractual relationship.

### § 6 Transfer of risk / Packaging return

Unless otherwise stated in the order confirmation, delivery "ex works" is agreed in the case of purchase or work delivery contracts.

- (1) For the return of packaging, separate agreements apply.
- (2) If the customer so wishes, IGEL AG will cover the delivery with transport insurance; the costs incurred in this respect shall be borne by the customer.

### § 7 Liability for defects

- (1) Warranty claims of the customer presuppose that the customer has duly fulfilled its duties of inspection and notification of defects pursuant to § 377 HGB.
- (2) Insofar as there is a defect in the purchased item, IGEL AG is obliged to remediation in the form of a remedy of the defect or to deliver a new defect-free item at its discretion. In the case of remedy of defects, IGEL AG is obliged to bear all expenses required for the purpose of remedying the defect, in particular transport, travel, labour and material costs up to the amount of the purchase price, unless these are increased by the goods being delivered to a place different from the place of performance. If errors occur in essential products, the customer must first take legal action against the manufacturer of the product. Insofar as the customer's claims are not satisfied, IGEL AG is liable on a subsidiary basis. An action against the creator of the third-party product is not required, as far as there is gross negligence on the part of IGEL AG with respect to the affected third-party products or a guarantee statement issued by IGEL AG to that extent.
- (3) If the supplementary performance fails, the customer is entitled, at its discretion, to demand rescission or reduction.
- (4) IGEL AG is liable in accordance with the statutory provisions if IGEL AG culpably violates a material contractual obligation; In this case, however, the liability for damages is limited to the predictable, typically occurring damage.
- (5) There is no guarantee for damages that have arisen for the following reasons: Inappropriate or improper use, faulty commissioning by the customer or third parties, natural wear, faulty or negligent handling, unsuitable equipment, electrical or electromagnetic influences, unless they are due to the fault of IGEL AG. Insofar as the customer uses replacement materials instead of original parts, IGEL AG does not assume any liability for resulting damages.
- (6) In order to carry out all necessary rework and replacement deliveries, the customer must request this from IGEL AG and give it the necessary time and opportunity. The customer has the right to remedy the defect itself or to have it done by a third party, and it has the right to demand of IGEL AG replacement of the necessary costs only for prevention of urgent and disproportionately large damages, whereby IGEL AG is to be informed immediately, or if IGEL AG is in delay with the elimination of the defect.
- (7) If the customer requires developments that go beyond the application of the rules of technology recognised at the time of the order, the customer is obliged to exempt and indemnify IGEL AG against all damages resulting from the application of techniques not yet recognised in the performance of the contract.

(8) If changes or repairs are made to the contractual objects without the consent of IGEL AG, all liability for any resulting damage shall be excluded, unless IGEL AG is grossly negligent.

(9) The customer is obliged to produce and test the required functional samples, prototypes, pre-series, pilot series, etc. It bears the risks associated with premature series production insofar as IGEL AG does not commit gross negligence or intent in this respect.

(10) IGEL AG is liable according to the statutory provisions, as far as the customer asserts claims for damages based on intent or gross negligence, including intent or gross negligence on the part of its representatives or vicarious agents. Insofar as IGEL AG is not accused of intentional breach of contract, the liability for damages is limited to the foreseeable, typically occurring damage or to the coverage of the liability insurance in the amount of € 2 million per personal injury and € 1 million per property damage. Upon express written request of the customer, IGEL AG shall extend the insurance coverage at the customer's expense.

(11) Unless otherwise stipulated above, liability is excluded.

(12) The limitation period for claims for defects is 12 months, calculated from the transfer of risk.

(13) Liability for culpable injury to life, body or health remains unaffected; this also applies to mandatory liability under the Product Liability Act.

(14) The limitation period in the case of a delivery recourse according to §§ 478, 479 BGB remains unaffected; it is five years from the delivery of the defective item.

### **§ 8 Total liability**

(1) Further liability for damages as provided for in § 7 is excluded - regardless of the legal nature of the claim asserted. This applies in particular to claims for damages arising from negligence on conclusion of the contract, due to other breaches of duty or due to tort claims for compensation for property damage in accordance with § 823 BGB.

(2) The limitation according to para. (1) also applies if the customer, instead of claiming compensation for damages, demands replacement of undue expenses instead of performance.

(3) Insofar as the liability for damages against IGEL AG is excluded or limited, this also applies with regard to personal liability for damages of its employees, workers, representatives and vicarious agents.

### **§ 9 Retention of title**

(1) IGEL AG retains title to the purchased item until receipt of all payments from the business relationship with the customer. In the event of breach of contract by the customer, in particular in the event of late payment, IGEL AG is entitled to withdraw the purchased item. The withdrawal of the purchased item from IGEL AG constitutes a withdrawal from the contract. IGEL AG is authorised to reclaim the purchased item for its utilisation, and the proceeds of the sale are to be credited against the customer's liabilities, less reasonable exploitation costs.

(2) The customer is obliged to handle the purchased goods with care; in particular, it is obliged to insure these at its own expense against damage caused by fire, water and theft to the new-item value. If maintenance and inspection work is required, the customer must carry it out at its own expense in time until the transfer of ownership.

(3) In the event of seizure or other interference by third parties, the customer must immediately notify IGEL AG in writing in order to be able to bring an action in accordance with § 771 ZPO (civil process order). Insofar as the third party is unable to reimburse IGEL AG for the legal and out-of-court costs of a claim pursuant to § 771 ZPO, the customer shall be liable for the loss incurred by IGEL AG.

(4) The customer is entitled to resell the purchased goods in the ordinary course of business; however, it assigns to IGEL AG all claims in the amount of the final invoice amount (including VAT) of the claim of IGEL AG, which accrue to it from the resale against its customers or third parties, irrespective of whether the purchased item is sold without reworking or after reworking. IGEL AG expressly accepts the assignment. The customer remains authorised to collect this claim even after the assignment. The authority of IGEL AG to collect the claim itself remains unaffected. However, IGEL AG undertakes not to collect the claim as long as the customer meets its payment obligations from the proceeds received, does not default on payment and, in particular, has not filed an application for settlement or insolvency proceedings or has ceased payments. If this is the case, IGEL AG may demand that the customer disclose the assigned claims and their debtors to IGEL AG, provide all information necessary for collection, hand over the associated documents and notify the debtors (third parties) of the assignment.

(5) The processing or conversion of the purchased item by the customer is always carried out for IGEL AG. If the purchased item is processed with other items not belonging to IGEL AG, IGEL AG acquires co-ownership of the new item in proportion of

the value of the purchased item (final invoice amount, including value added tax) to the other processed items at the time of processing. The same terms apply to the item resulting from processing as apply to the purchased object delivered under reservation.

(6) If the purchased item is inseparably mixed with other items not belonging to IGEL AG, IGEL AG acquires co-ownership of the new item in proportion of the value of the purchased item (final invoice amount, including sales tax) to the other mixed items at the time of mixing. If the mixing takes place in such a way that the customer's item is to be regarded as the main item, it shall be deemed agreed that the customer assigns co-ownership to IGEL AG pro rata. The customer retains the resulting sole ownership or co-ownership for IGEL AG.

(7) The customer assigns to IGEL AG also the claims to secure its claims which accrue against a third party by the connection of the purchased object with a piece of land.

(8) IGEL AG undertakes to release the securities to which it is entitled at the request of the customer to the extent that the realisable value of the securities of IGEL AG exceeds the claims to be secured by more than 10%; the selection of the securities to be released is the responsibility of IGEL AG.

### **§ 10 Warranty**

(1) Insofar as IGEL AG provides a warranty for a certain period in addition to the statutory warranty provisions, IGEL AG will remedy any defects in performance provided by IGEL AG during this time free of charge, insofar as IGEL AG has caused these defects. The warranty period begins, unless otherwise specified, with the dispatch of the object of performance at IGEL AG. The warranty period runs separately for each partial delivery.

(2) Defects may only be remedied by IGEL AG. If the customer tries to remedy deficiencies or if it uses third parties to do so, the warranty expires without further ado. The warranty also expires if the customer has not taken all appropriate measures to avert or mitigate the damage in the event of a defect and does not fully give IGEL AG the opportunity to remedy the defect.

(3) Even if the customer claims the warranty, it still owes the agreed price. Deductions are not allowed.

(4) Both parties have the right to demand, at their own expense, an examination of the performance of IGEL AG or alleged defects by a neutral expert.

### **§ 11 Right of recourse of IGEL AG**

If persons are injured or the property of third parties is damaged by acts or omissions of the customer or its assistants, and if IGEL AG is subjected to legal claims for this reason, the customer is obliged to release and indemnify IGEL AG of all claims of third parties.

### **§ 12 Business and trade secrets**

(1) The business and trade secrets of the customer disclosed to IGEL AG shall be made available to third parties by IGEL AG only to the extent that IGEL AG uses these parties for the fulfilment of the owed performance or entrusts them with fulfilment.

(2) The customer undertakes vis-à-vis IGEL AG to treat business and trade secrets of IGEL AG with absolute confidentiality. Furthermore, the customer undertakes to pay a contractual penalty to be determined by IGEL AG, or in the event of doubt by the district court of Munich, in the event of violation of the obligations to IGEL AG regulated in sentence 1.

### **§ 13 Advertising**

The customer undertakes towards IGEL AG not to solicit any employees of IGEL AG involved in the fulfilment of the contract during an ongoing contractual relationship and within two years from the termination of the contract. In case of breach of this obligation, the customer undertakes to pay IGEL AG a contractual penalty of 250,000 Euros. The burden of proof that a solicitation did not occur shall be borne by the customer. Solicitation is not disproved merely by the fact that the respective employee was in the meantime unemployed or worked for third parties after the termination of its activity for the IGEL AG.

### **§ 14 Jurisdiction - Place of performance**

(1) If the customer is a merchant, legal entity under public law or special fund under public law, Munich is the place of jurisdiction; however, IGEL AG is entitled to sue the customer at its place of residence or business court.

(2) The law of the Federal Republic of Germany applies; the application of the UN sales law is excluded.

(3) Unless otherwise stated in the order confirmation, the registered office of IGEL AG is the place of performance.