

**General Terms and Conditions (GTC)
of Imaco Products and Solutions GmbH, (hereinafter IPS)**

Effective: 06/2020

For use with:

*A person who, when the contract is signed, is acting in the exercise of their commercial or self-employed professional activity (business owner);
legal entities under public law, or a special fund under public law*

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I. CONTRACTUAL CONDITIONS FOR ALL DELIVERIES OF GOODS AND PROVISION OF SERVICES

1. Scope of application

a) Unless otherwise agreed in writing, the following terms and conditions shall apply to all contractual relationships, including future contractual relationships.

b) Any conflicting terms and conditions of the purchaser's shall not apply unless we have expressly agreed to their validity in writing. We hereby expressly object to their application. This objection shall also apply in the event that the purchaser has specified a special form that the objection must take. If an objection is excluded in the purchaser's terms and conditions of purchase, the statutory provision shall take the place of the divergent provisions in question.

c) The following terms and conditions shall also apply if IPS carries out the delivery to the purchaser without reservation in the knowledge that the purchaser's terms and conditions conflict with or deviate from its own.

d) Unless specially agreed otherwise, a contract is formed with the written order confirmation by IPS.

e) These General Terms and Conditions also apply to all contractual relationships with connections to foreign countries. German law shall apply exclusively, and also to future deliveries of goods and provision of services. The contractual language is German.

2. Deterioration of the purchaser's assets

a) If circumstances become known to IPS which result in a substantial deterioration or a considerable endangerment of the purchaser's assets and which give rise to justified doubts about fulfillment of the purchaser's contractual obligations in accordance with the contract, IPS is entitled to refuse to perform its obligations until the purchaser makes counter-performance or provides security for such.

b) If the purchaser does not make the counter-performance or provide security within a reasonable period of time set by IPS, IPS may withdraw from or terminate the contract. This also applies in cases where IPS has fully or partially performed the service.

3. Non-conformance report

At the express request of IPS, a non-conformance report is to be drawn up upon acceptance of the services, which must include all defects and other non-conformities which the purchaser reserves the right to assert. The non-conformance reports must be signed by representatives of both parties to the contract.

4. Installers' power of representation

IPS installers are not empowered to make legally binding declarations. The management/sales department of IPS is exclusively responsible for the execution of the contract.

5. Additional costs for rectification work in foreign countries

If rectification work is to be carried out on delivery items in a foreign country which the purchaser has already shipped to a foreign customer, then the purchaser must bear the additional costs arising from the rectification work in that country, in particular the additional costs for the provision of the installers and auxiliary staff from IPS.

6. Purchaser's responsibility for documents to be provided

a) The purchaser assumes sole responsibility for plans, documents, drawings, samples, and the like, insofar as they are to be provided by the purchaser themselves. In particular, the purchaser is responsible for ensuring that the documents they submit and the execution of those documents do not infringe the property rights of third parties.

b) In particular, IPS is not obligated to the purchaser to check whether any industrial property rights of third parties are infringed by the submission of offers for execution on the basis of execution drawings sent in by the purchaser.

c) If a liability of IPS nevertheless arises, then the purchaser must indemnify IPS in the event of recourse claims.

d) In the event that damage occurs as a result of faulty provision of materials by the purchaser, or that the entire work section of the contract is defective for these reasons, the purchaser shall indemnify IPS from any claims.

7. Machinery Directive

Unless otherwise contractually agreed, the purchaser, as the operator of a complete system, is responsible for the conformity assessment, the declaration of conformity and the CE marking in accordance with the Machinery Directive 2006/46/EC.

8. Property rights and copyrights

IPS reserves property rights and copyrights to samples, cost estimates, drawings, and similar information of a physical and non-physical nature—also in electronic form; they must not be made accessible to third parties. IPS undertakes to make information and documents designated as confidential by the purchaser available to third parties only with the purchaser's consent.

9. Retention of title

a) All delivered goods remain the property (reserved goods) of IPS until the fulfillment of all claims, in particular the relevant claims for payment of outstanding amounts to which IPS is entitled within the scope of the business relationship (this is termed "Saldovorbehalt"). This also applies to future and conditional claims and also if payments are made on specially designated claims. This retention of title shall not finally expire until all claims still open at the time of payment and covered by this retention of title have been settled. IPS is authorized to assign the payment claims to which it is entitled against the purchaser.

b) Treatment and processing of the reserved goods shall be carried out for IPS as the manufacturer within the meaning of § 950 BGB (German Civil Code) without obligating IPS. The treated and processed goods shall be regarded as reserved goods within the meaning of No. 1. If the reserved goods are processed, combined, and mixed with other goods by the purchaser, IPS is entitled to co-ownership of the new item in the ratio of the invoice value of the reserved goods to the invoice value of the other goods used.

c) If the property title of IPS expires due to combination or mixing, the purchaser herewith assigns to IPS the property rights to which it is entitled in the new stock or in the item to the extent of the invoice value of the reserved goods and shall store them free of charge for IPS. The joint property rights of IPS are considered reserved goods within the meaning of No. 1.

d) The purchaser may only sell the reserved goods in the normal course of business and only as long as the purchaser is not in default, provided the purchaser reserves ownership and the claims from the resale are transferred to IPS in accordance with these terms and conditions. The purchaser is not entitled to dispose of the reserved goods in any other way. The use of the reserved goods to fulfill contracts for work and services shall also be deemed to be resale.

e) The claims arising from the resale of the reserved goods, together with all securities that the buyer acquires for the claim, are herewith assigned to IPS. They serve as security to the same extent as the reserved goods. If the reserved goods are sold by the purchaser together

with other goods not sold by IPS, then the claim from the resale is assigned to IPS in the ratio of the invoice value of the reserved goods to the invoice value of the other goods sold. In the event of the sale of goods in which IPS has co-ownership shares in accordance with c), a part corresponding to our co-ownership share shall be assigned to IPS.

f) The buyer is entitled to collect claims from the resale. This collection authorization expires in the event of revocation by IPS, but at the latest in the event of default of payment, dishonor of a bill of exchange, or application for the opening of insolvency proceedings. IPS will make use of this right of revocation if, after the contract is signed, it becomes apparent that IPS' claim for payment from this contract or from other contracts with the buyer is jeopardized by the buyer's lack of solvency. At the request of IPS, the buyer is obligated to inform its customers immediately of the assignment to IPS and to provide us with the documents required for collection. The buyer is in no case authorized to assign the claims.

g) The buyer must inform IPS immediately of any seizure or other impairments by third parties. The buyer shall bear all costs that must be incurred to terminate access or return the reserved goods, unless they are reimbursed by third parties.

h) If the buyer is in default of payment or does not honor a bill of exchange when due, IPS is entitled to take back the reserved goods and, if necessary, to enter the buyer's premises for this purpose. The same applies if it becomes apparent after the contract is signed that IPS' claim for payment from this contract or from other contracts with the buyer is jeopardized by the buyer's lack of solvency. Taking back the goods does not constitute a withdrawal from the contract. Regulations of the Insolvency Code ("Insolvenzordnung") remain unaffected.

i) If the invoice value of the existing securities exceeds the secured claims including ancillary claims such as costs, interest, etc. by more than 10% in total, IPS is obligated to release securities at IPS' discretion upon the buyer's request.

10. Governing law; court of jurisdiction

a) The law of the Federal Republic of Germany applies exclusively to all legal relationships between IPS and the purchaser.

b) The place of jurisdiction is the court responsible for the registered office of IPS (Königstein/Taunus local court). However, IPS is entitled to take legal action at the headquarters of the purchaser.

II. ADDITIONAL CONTRACTUAL CONDITIONS FOR THE DELIVERY OF MACHINES AND OTHER ITEMS

For the delivery of machines, machine elements, accessories, and other items, the following special conditions apply in addition to the general contractual conditions for all deliveries of goods and provision of services, and take priority in case of doubt:

1. Limitation of liability for manufacture in accordance with drawings

In the case of manufacture in accordance with drawings provided by the purchaser, IPS shall only be liable for execution in accordance with the drawings, independently of other limitations of warranty and liability.

2. Price and payment

a) Unless specially agreed otherwise, prices are ex works in accordance with Incoterms 2000, excluding packaging. Value added tax at the respective statutory rate shall be added to the prices. Unless otherwise agreed, payment shall be made in advance.

b) The purchaser shall only have the right to withhold payments or to offset them against counterclaims to the extent that the purchaser's counterclaims are undisputed or have been legally established.

3. Delivery time; delivery delays

a) The delivery time results from the agreements of the contracting parties. Compliance with it by IPS presupposes that all commercial and technical questions between the parties to the contract have been clarified and that the purchaser has fulfilled all obligations incumbent upon the purchaser, such as provision of the necessary official certificates or permits or the payment of a deposit. If this is not the case, the delivery time shall be extended accordingly. This does not apply if IPS is responsible for the delay.

b) Compliance with the delivery deadline is subject to correct and timely deliveries to us. IPS will inform the purchaser as soon as possible of any delays that become apparent.

c) The delivery deadline is deemed to have been complied with if the delivery item has left the IPS factory or readiness for dispatch has been reported by the time of its expiry. If an acceptance is to take place, the acceptance date, or alternatively the notification of readiness for acceptance, shall apply as the deadline, except in the case of justified refusal of acceptance.

d) If dispatch of the delivery item is delayed for reasons for which the purchaser is responsible, the purchaser will be charged the costs incurred by the delay, beginning one month after notification of readiness for dispatch.

e) If the acceptance/commissioning of the delivery item is not carried out within 2 weeks after delivery, the agreed performance of the acceptance/commissioning shall expire and IPS shall issue the final invoice with the order value reduced accordingly.

f) If non-compliance with the delivery time is due to force majeure, labor disputes, or other events beyond IPS' control, the delivery time will be extended appropriately. IPS will inform the purchaser of the beginning and end of such circumstances in a timely manner.

g) The purchaser can withdraw from the contract without setting a deadline if the entire performance becomes impossible for IPS before the passage of risk. Furthermore, the purchaser can withdraw from the contract if the execution of part of the delivery for an order becomes impossible and the purchaser has a justified interest in refusing partial delivery. If this is not the case, the purchaser must pay the contract price for the partial delivery. The same applies in the case of inability to perform on the part of IPS. If the impossibility or inability to perform occurs during a delay in acceptance or if the purchaser is solely or predominantly responsible for these circumstances, the purchaser remains obligated to counter-performance.

4. Passage of risk; final acceptance

a) Risk passes to the purchaser when the delivery item has left the factory, even if partial deliveries are made or IPS has undertaken to perform other services, e.g. shipping costs or delivery and installation. If acceptance is required, this shall apply as the time of passage of risk. It must be carried out immediately on the acceptance date, or alternatively after IPS notifies the purchaser that the goods are ready for acceptance. The purchaser is not allowed to refuse acceptance in the case of an insignificant defect.

b) If dispatch or acceptance is delayed or does not take place due to circumstances not attributable to IPS, the risk passes to the purchaser on the day of notification of readiness for dispatch or acceptance. IPS undertakes to take out the insurance policies requested by the purchaser at the purchaser's expense.

c) Partial deliveries are permissible insofar as reasonable for the purchaser.

5. Claims for defects

1) IPS provides the following warranty for material defects of the delivery to the exclusion of further claims, subject to section II, No. 6:

a) All those parts that prove to be defective due to circumstances prior to the passage of risk are to be either repaired, or replaced with parts free of defects, at the discretion of IPS. IPS must be notified immediately in writing of the discovery of such defects. Hidden defects must be reported in writing immediately after their discovery, at the latest, however, before the expiry of the agreed or statutory period of limitation. Replaced parts become the property of IPS. After the purchaser has carried out an agreed acceptance of the goods, any notification of defects that can be detected during the agreed type of acceptance is excluded.

b) The purchaser must, after consultation with IPS, provide IPS with the necessary time and opportunity to carry out all rectification work and replacement deliveries that IPS deems necessary, otherwise IPS is released from liability for the consequences resulting from this. Only in urgent cases where operational safety is jeopardized or in order to prevent disproportionately large damages, in which case IPS is to be informed immediately, does the purchaser have the right to remedy the defect themselves or have it remedied by third parties and to demand compensation for the necessary expenses from IPS.

c) Of the direct costs arising from the rectification work or replacement delivery, IPS shall bear the costs of the replacement part including dispatch, provided the complaint proves to be justified. In addition, IPS shall bear the costs of disassembly and assembly as well as the costs of providing the necessary installers and auxiliary staff including travel expenses, provided this does not result in a disproportionate burden for IPS.

d) The purchaser has the right to withdraw from the contract within the framework of the legal regulations if a reasonable period of time was set for the rectification work or replacement delivery due to a material defect and IPS, with due regard to the legal exceptions, allows that period of time to elapse fruitlessly. If the defect is only insignificant, the purchaser is entitled only to a reduction of the contract price. The right to reduce the contract price is otherwise excluded. Further claims shall be determined in accordance with section II, paragraph 6 b) of these terms and conditions.

e) No warranty is given in the following cases in particular, insofar as IPS is not responsible for their cause: unsuitable or improper use, faulty installation or commissioning by the purchaser or third parties, natural wear and tear, faulty or negligent handling, improper maintenance, unsuitable operating materials, defective construction work, unsuitable building ground, or chemical, electrochemical, or electrical influences.

f) If the purchaser or a third party carries out improper repairs, IPS is not liable for the resulting consequences. The same applies to changes to the delivery item made without prior approval by IPS.

g) IPS can refuse supplementary performance if it is only possible at disproportionate costs. As a rule, disproportionality is deemed to exist if the direct costs of supplementary performance including the necessary expenses exceed 150% of the final invoice price of the goods concerned (excluding VAT).

h) IPS will not assume any expenses that arise from the fact that the sold goods have been brought to a place other than the agreed place of performance unless this is in accordance with their contractual use.

i) Recourse claims of the buyer against IPS in accordance with § 478 BGB (German Civil Code) are limited to the legal scope of the third-party claims for defects asserted against the buyer and presuppose that the buyer has fulfilled the obligation to give notice of defects to IPS in accordance with § 377 HGB (German Commercial Code).

2) IPS provides the following warranty for defects of title of the delivery to the exclusion of further claims, subject to section II, No. 6:

a) If the use of the delivery item leads to an infringement of industrial property rights or copyrights in Germany, IPS will, at its own expense, generally procure the right to further use for the purchaser or modify the delivery item in a way that is reasonable for the purchaser so that the infringement of property rights no longer exists. If this is not possible at economically reasonable conditions or within a reasonable period of time, the purchaser is entitled to withdraw from the contract. Under the aforementioned conditions, IPS is also entitled to withdraw from the contract. Furthermore, IPS will indemnify the purchaser from undisputed or legally binding claims of the respective owners of the property rights.

b) The obligations of IPS mentioned in this section II in paragraph 2a) are final in the event of an infringement of property rights or copyrights, subject to paragraph 6b) of this section II. They only exist if the purchaser informs IPS immediately of any asserted infringements of property rights or copyrights, if the purchaser supports IPS to a reasonable extent in the defense against the asserted claims and/or enables IPS to carry out the modification measures, if IPS retains the right to all defensive measures including out-of-court settlements, if the defect of title is not based on an instruction from the purchaser, and if the infringement of rights was not caused by the fact that the purchaser arbitrarily modified the delivery item or used it in a manner not in accordance with the contract.

6. Liability

a) If the delivery item cannot be used by the purchaser in accordance with the contract through the fault of IPS due to omitted or faulty execution of suggestions and advice given before or after the contract is signed or due to the violation of other secondary contractual obligations—in particular instructions for operation and maintenance of the delivery item—the provisions of section II, No. 5 and section II, No. 6b) shall apply accordingly to the exclusion of further claims by the purchaser.

b) IPS shall be liable for damage other than that to the delivery item itself—for whatever legal reasons—only in the following cases:

in the case of intent,

in the case of gross negligence on the part of the owner/the executive bodies or executive staff,

in the case of culpable injury to life, body, or health,

in the case of defects which IPS has fraudulently concealed or the absence of which it has guaranteed,

in the case of defects to the delivery item, insofar as liability exists under the Product Liability Act (“Produkthaftungsgesetz”) for personal injury or damage to privately used items. In the case of culpable violation of essential contractual obligations, IPS shall also be liable for gross negligence of non-executive employees and for slight negligence, in the latter case limited to reasonably foreseeable damages typical for the contract. All further claims are excluded.

7. Period of limitation

All claims of the purchaser—for whatever legal reasons—are subject to a period of limitation of 12 months after delivery of the goods. This shall not affect the statutory periods of limitation for goods which have been used for a building in accordance with their normal use and which have caused its defectiveness. Furthermore, the first sentence shall not apply in cases of gross negligence, intent, injury to life, body, or health, or in the case of fraudulent concealment of a defect. Rectification work and replacement delivery shall not cause the period of limitation to start anew. The statutory periods shall apply to claims for damages in accordance with section II, No. 6.

8. Use of software

a) Insofar as software is included in the scope of delivery, the purchaser is granted a non-exclusive right to use the delivered software including its documentation. It is provided for use on the delivery item intended for this purpose. Use of the software on more than one system is prohibited.

b) The purchaser may only copy, revise, translate, or convert the software from object code to source code to the extent permitted by law (§ 69 a and following of UrhG [German Copyright Act]). The purchaser undertakes not to remove any manufacturer's details or copyright notices or to change them without the explicit prior consent of IPS.

c) All other rights to the software and the documentation, including copies, remain with IPS or the software supplier. The granting of sub-licenses is not permitted.

III. ADDITIONAL CONTRACTUAL CONDITIONS FOR INSTALLATIONS

In addition to the general contractual terms and conditions in sections I and II for all deliveries of goods and provision of services, the following special contractual terms and conditions apply to installation work, even if it is carried out together with deliveries, and take priority in case of doubt.

1. Scope of application

These terms and conditions of installation apply to installation work carried out by IPS (the "installation contractor") unless agreed otherwise in a particular case.

2. Installation price and payment

a) The installation will be invoiced on the basis of time as set forth in the Annex, unless a flat rate has been expressly agreed.

b) The agreed amounts are exclusive of value added tax, which is to be paid to the installation contractor additionally at the statutory rate.

c) The installation work shall be invoiced on the basis of time and other costs at the rates for installation services applicable at the time the order is placed, which IPS will send to the purchaser upon written request, if they are not attached.

d) The materials required for the installation work will be invoiced according to the quantities actually required at IPS's prices valid at the time the installation work is carried out.

e) The invoicing of the installation services shall normally be effected after acceptance. IPS is, however, entitled to demand appropriate advance payments on a weekly or monthly basis in accordance with the progress of the installation. If the installation work is interrupted for a considerable period of time at the instigation of the purchaser, IPS is entitled to invoice the installation work carried out up to that point.

f) Unless otherwise agreed in individual contracts, invoices are due for payment immediately upon receipt without any deductions.

g) The retention of payments or offsetting due to any counterclaims of the purchaser that are contested by IPS are not permitted.

3. Proof of performance

a) At the request of our installers, the purchaser must certify on the activity reports (including the customer service report) the services rendered and the working hours completed, at any time, but at the latest upon completion of the installation work.

b) Proof of performance signed by the purchaser (including the customer service report) shall be the basis for invoicing.

4. Cooperation of the purchaser

a) The purchaser must support the installation staff in carrying out the installation, at the purchaser's own expense.

b) The purchaser must take the special measures necessary to protect persons and property at the installation site. The purchaser must also inform the installation supervisor of special safety regulations that apply, insofar as these are of importance to the installation staff. The purchaser must inform the installation contractor about violations of such safety regulations by the installation staff. In the event of serious violations, the purchaser may refuse the violator access to the installation site in consultation with the installation supervisor.

c) The purchaser has to ensure a safe working environment, including no operation of the goods handling devices or peripheral equipment in the working area.

5. Technical assistance by the purchaser

a) The technical assistance provided by the purchaser must ensure that the installation work can start immediately upon arrival of the installation staff and can be carried out without delay until acceptance by the purchaser. If special plans or instructions are required from the installation contractor, the installation contractor shall provide them to the purchaser in good time.

b) If the purchaser does not fulfill their obligations, the installation contractor is entitled, but not obligated, after setting a deadline, to carry out the actions incumbent on the purchaser in the latter's place and at the latter's expense. The statutory rights and claims of the installation contractor shall remain unaffected.

c) The purchaser is obligated to provide technical assistance at the purchaser's own expense, and in particular:

To provide the necessary suitable auxiliary staff (bricklayers, carpenters, fitters, other skilled workers, laborers) in the number required for the installation and for the time required for it. The auxiliary staff must follow the instructions of the installation supervisor. The installation contractor shall not be liable for the auxiliary staff. If the auxiliary staff have caused a defect or damage due to the instructions of the installation supervisor, section III No. 8 shall apply. To carry out all earthwork and construction, bedding, and scaffolding work including the procurement of the necessary building materials.

To provide the necessary devices and heavy tools (e.g. lifting equipment, compressors) as well as the necessary materials and supplies (e.g. scaffolding timber, wedges, supports, cement, plaster and sealing material, lubricants, fuels, drive ropes and belts).

To provide heating, lighting, operating power, water, including the necessary connections.

To provide dry and lockable rooms as needed for storage of the tools of the installation staff.

To transport the installation parts on the installation site, to protect the installation site and materials from harmful influences of any kind, and to clean the installation site.

To provide suitable, theft-proof break rooms and work rooms (with heating, lighting, washing facilities, sanitary facilities) and first aid for the installation staff.

To provide the materials and to take all other actions necessary for final adjustment of the item installed and to carry out a contractually agreed test.

d) Furthermore, the following general installation conditions/requirements shall apply:

Electrical power supplies and fittings must be available, light must be available, and electricity must be provided free of charge.

The installation room must be heated during the cold season.

A suitable room must be provided for storing the installation tools, etc.

The load-bearing capacity of the floor must be checked by the purchaser.

The unloading of the materials being installed and transportation of them to the installation site is part of the purchaser's performance.

If necessary, the purchaser must provide auxiliary personnel, tools, lifting equipment, and possibly forklift trucks, free of charge.

Masonry, breaking work, and bricklaying must normally be carried out by the purchaser.

6. Installation deadline; installation delays

a) The installation deadline shall be deemed to have been met if, by the time it expires, the installation is ready for acceptance by the purchaser or, in the case of a contractually agreed test, is ready for that test.

b) If the installation is delayed due to measures relating to labor disputes, in particular strikes and lockouts, as well as the occurrence of circumstances for which IPS is not responsible, the installation deadline will be appropriately extended if such obstacles can be proven to be of considerable influence on the completion of the installation.

7. Acceptance, commissioning

a) The purchaser is obligated to accept the installation upon being notified of its completion and once any contractually agreed test of the installed item has taken place. The installation supervisor shall receive certification of the proper completion of installation and acceptance. If the installation proves not to be in accordance with the contract, the installation contractor shall be obligated to remedy the defect. This shall not apply if the defect is insignificant for the interests of the purchaser or is due to a circumstance for which the purchaser is responsible. If the defect is non-essential, the purchaser cannot refuse acceptance.

b) If acceptance or commissioning is delayed through no fault of IPS, acceptance shall be deemed to have taken place two weeks after notification of completion of installation or delivery.

c) Following acceptance, IPS is no longer liable for noticeable defects unless the purchaser has reserved the right to assert a specific defect.

8. Claims for defects, liability of the installation contractor (IPS), exclusion of liability

a) Following acceptance of the installation, IPS is liable for defects of the installation to the exclusion of all other claims by the purchaser, notwithstanding section III paragraphs 8 e) to

h), in the sense that IPS must remedy the defects. The purchaser must immediately notify IPS in writing of any defects detected.

b) This liability of IPS shall not apply if the defect is insignificant for the interests of the purchaser or is due to a circumstance for which the purchaser is responsible.

c) In the case of improper modifications or repair work carried out by the purchaser or third parties without prior approval by IPS, IPS shall not be liable for any consequences resulting from such modifications or repair work. Only in urgent cases where operational safety is jeopardized and in order to prevent disproportionately large damages, in which case IPS is to be informed immediately, or if IPS, with due regard to the legal exceptions, has allowed a reasonable period of time set for remedying the defect to elapse fruitlessly, the purchaser has the right, within the framework of the legal regulations, to remedy the defect themselves or have it remedied by third parties and to demand compensation for the necessary expenses from IPS.

d) Of the direct costs arising from the the remedying of the defect, IPS shall bear the costs of the replacement part including dispatch, provided the complaint proves to be justified. In addition, IPS shall bear the costs of disassembly and assembly as well as the costs of providing the necessary installers and auxiliary staff including travel expenses, provided this does not result in a disproportionate burden for IPS.

e) If IPS, with due regard to the legal exceptions, allows a reasonable period of time set for remedying the defect to elapse fruitlessly, the purchaser shall be entitled to a price reduction within the framework of the legal regulations. The purchaser may withdraw from the contract only if the installation is demonstrably of no interest to the purchaser despite the price reduction. Any further claims shall be determined exclusively according to paragraph 8 h) of these conditions.

f) If an installation part delivered by IPS is damaged during installation through the fault of IPS, IPS shall, at its discretion and at its own expense, either repair it or deliver a new part.

g) If, through the fault of IPS, the installed item cannot be used by the purchaser in accordance with the contract due to omitted or faulty execution of suggestions and advice given before or after the contract is signed or other secondary contractual obligations—in particular instructions for operation and maintenance of the installed item—the provisions in No. 8 in this section shall apply to the exclusion of further claims by the purchaser.

b) IPS shall be liable for damage other than that to the installed item itself—for whatever legal reasons—only in the following cases:

in the case of intent,

in the case of gross negligence on the part of the owner/the executive bodies or executive staff,

in the case of culpable injury to life, body, or health,

in the case of defects which IPS has fraudulently concealed,

in relation to a guarantee that IPS made,

insofar as liability exists under the Product Liability Act (“Produkthaftungsgesetz”) for personal injury or damage to privately used items. In the case of culpable violation of essential contractual obligations, IPS shall also be liable for gross negligence of non-executive employees and for slight negligence, in the latter case limited to reasonably foreseeable damages typical for the contract. All further claims are excluded.

i) The installation times stated by IPS are non-binding indications, as delays may occur due to unforeseen difficulties and circumstances beyond the control of IPS. IPS shall not be liable for damage caused by unauthorized persons commissioning the system in the absence of the IPS employee. IPS shall also not be liable for unauthorized modifications carried out without the consent of IPS.

j) From the time of delivery of the devices by IPS, the ordering party assumes liability for damage and loss of the system components.

k) Any agreements deviating from these provisions require written confirmation.

9. Period of limitation

All claims of the purchaser—for whatever legal reasons—are subject to a period of limitation of 12 months. The statutory periods shall apply to claims for damages in accordance with section III, paragraph 8 h).

10. Compensation by the purchaser

If, through no fault of IPS, the devices or tools provided by IPS are damaged on the installation site or if they are lost through no fault of IPS, the purchaser is obligated to compensate for those damages. Damage resulting from normal wear and tear shall be disregarded.

Einhausen, June 2020