

GENERAL TERMS AND CONDITIONS

1 General

(1) All goods supplied, services rendered and offers made by IBA-Sensorik GmbH (IBA) are exclusively subject to these General Conditions of Delivery. They form an integral part of all contracts that IBA concludes with its contracting parties (hereinafter also Client) regarding goods or services offered. They equally apply to all future deliveries, services or offers for the Client even if they are not the subject of an additional, separate agreement.

(2) Terms and conditions of the Client or of third parties do not apply even if IBA does not separately object to their validity in the individual case. Even if IBA makes reference to correspondence that contains, or refers to, the Client's or a third party's terms and conditions, this cannot be construed as agreeing to the validity of those terms and conditions.

2 Offer and conclusion of the contract

(1) All offers made on the part of IBA are subject to confirmation and are non-binding unless expressly specified as binding. IBA may accept orders or purchase orders within 14 days following receipt.

(2) Only the written contract of sale signed between IBA and the Client, including these General Conditions of Delivery, shall apply to the privity of the contract. The contract of sale reflects all agreements between the contracting parties on the subject matter of the contract. Verbal commitments on the part of IBA prior to the conclusion of this contract are not legally binding; verbal agreements between the contracting parties will be substituted by the written contract unless it expressly followed from them that their validity remains in effect in a binding manner.

(3) Supplements and amendments to the agreements made, including these General Conditions of Delivery, must be stipulated in text form to be effective. IBA employees (except for managing directors or authorised signatories) are not authorised to commit to divergent verbal agreements.

(4) Statements made by IBA regarding the delivery item or the subject matter of the service (including, but not limited to, the weight, the dimensions, use values, load-bearing capacity, tolerances and technical information) and illustrations of the same (including, but not limited to, drawings and images) are only approximate unless the usability for the contractually intended purpose requires exact conformity. Such statements are not guaranteed quality characteristics but instead constitute a manner in which to describe or identify the delivery or the service. Deviations usual in commercial practice as well as deviations that are due to legal provisions or technical improvements and the replacement of components by equivalent parts are admissible provided that they do not impair usability for the contractually intended purpose.

(5) IBA reserves the title or the copyright to all offers it submits as well as to all drawings, images, calculations, brochures, catalogues, models, tools and other documents and aids that it provides to the Client. The Client is not permitted to make these items available to or to disclose their content to third parties, nor shall the Client use them itself or through third parties or reproduce them without the express consent of IBA. At the request of IBA, the Client shall return these items to IBA in full and destroy any copies that it possibly made if the Client no longer requires them in the ordinary course of business or if negotiations fail to bring about the conclusion of a contract. This does not include the storage of electronically provided data for the purpose of a routine data backup.

3 Prices and payment

(1) The prices apply to the scope of services and deliveries detailed in the order confirmations. Additional services or special services are invoiced separately. Prices are quoted in EURO ex works and are subject to the cost of packaging, the statutory value added tax and, where applicable, extra charges for precious metals, as well as customs duties in the case of exports and fees and other public charges.

(2) Invoice amounts are payable within thirty days without any deductions unless otherwise agreed in writing. The date payment is received by IBA is authoritative for the date of payment. Payment by cheque is excluded unless agreed separately in individual cases. If the Client fails to pay by the given due date, then all outstanding amounts from said due date are subject to 5% interest per annum. The possibility to claim higher interest and additional damages in the event of default remains unaffected.

(3) The offsetting with counterclaims of the Client or the retention of payments for such claims is only admissible if the counterclaims are undisputed or have been established as final and absolute.

(4) IBA has the right to perform deliveries or render services that are still outstanding against payment in advance or the provision of collateral should IBA learn of circumstances following the conclusion of the contract that can significantly diminish the Client's credit standing and which jeopardise the payment of IBA's outstanding claims from the contractual relationship in question (including those from other individual contracts that are subject to the same framework agreement) by the Client.

4 Delivery and period of delivery

(1) All deliveries are executed ex works.

(2) Deadlines and performance dates for deliveries and services that IBA announced are at all times approximate only unless a fixed deadline or a fixed performance date was expressly promised or agreed. If shipment was agreed, the delivery periods and delivery deadlines refer to the time when the delivery is handed over to the forwarder, the carrier or any other third party contracted with the shipment.

(3) Without prejudice to its rights resulting from default by the Client, IBA may request that the Client prolongs delivery deadlines and performance dates or postpones delivery deadlines and performance dates by the same period of time by which the Client fails to meet its contractual obligations towards IBA.

(4) IBA is not liable for the impossibility of delivery or for delays in delivery if caused by force majeure or other circumstances that at the time of concluding the contract were not foreseeable (such as all forms of operational disruption; difficulties in sourcing materials or energy; delays in transport; industrial action; legal lockouts; lack of labour, energy or raw materials; difficulties in obtaining the required official licences; official action or failed, incorrect or late delivery by suppliers) and for which IBA cannot be held responsible. Insofar as these events render the performance of the delivery or service by IBA significantly more difficult or even impossible and such impairment is not only temporary, IBA has the right to withdraw from the contract. In the event of temporary impairments, the delivery and performance deadlines are extended or postponed by the period of the impairment plus a reasonable start-up period. If the Client cannot be expected to accept the delivery or the service as a result of the delay, the Client may withdraw from the contract by means of a written declaration issued immediately to IBA. This does not apply to orders for which, in consultation with the Client, IBA

asked the manufacturer to *expedite* the order. This automatically excludes the possibility of cancellation.

(5) If IBA is in default of a delivery or a service, or if the performance of a delivery or a service becomes impossible for IBA for no matter what cause, IBA's liability is limited to damages in line with section 8 of these General Conditions of Delivery.

5 Place of fulfilment, shipment, packaging, passing of risk, acceptance

(1) The place of fulfilment for all obligations arising from the contractual relationship is Mainhausen, Germany, unless otherwise agreed.

(2) The type of shipping and the packaging are at the dutiful discretion of IBA.

(3) The risk passes to the Client at the latest upon handing over the delivery item to the forwarder, the carrier or any third party contracted with the performance of the shipment (whereby the start of loading is decisive). This also applies if partial deliveries are made or if IBA has taken on additional services (such as shipping). If the shipping or the handover are delayed due to circumstances caused by the Client, the risk shall pass to the Client with effect from the day on which the delivery item is ready for shipping and IBA notified the Client thereof.

(4) Any storage costs after the passing of the risk are to be borne by the Client. In the case of storage by IBA, storage costs total 0.25% of the invoice amount for the delivery items in storage per full week gone by. The right to assert and provide proof of additional or lower storage costs remains reserved.

(5) IBA will take out insurance for the consignment amounting to 0.3% of the net value of the goods against theft, breakage, damage caused during transport, against fire and water or other risks that can be insured, unless IBA expressly signals to the Client in the order that IBA will not take over the insurance of the goods.

6 Warranty, material defects

(1) The warranty period is one year with effect from delivery. This period does not apply to claims for damages made by the Client resulting from harm to life, body or health or due to the wilful or grossly negligent breach of duty by IBA or its vicarious agents; these claims become time-barred in accordance with statutory regulations.

(2) The goods supplied must be carefully examined immediately following delivery to the Client or to the third party nominated by the Client. They are deemed approved by the Client in relation to obvious defects or other defects that would have been visible had the goods been immediately examined with care if IBA does not receive a written notice of defects within seven working days following delivery. With regard to other defects, the goods delivered are deemed accepted by the Client if IBA does not receive the notice of defects within seven working days after such time in which the defect appeared; if the defect was visible to the Client at an earlier point in time if used under normal circumstances, this earlier point in time is relevant for the start of the period for the notice of defects. At the request of IBA, a delivery item that is the subject of a complaint is to be returned to IBA free of freight charges.

(3) In the case of material defects of the supplied goods, IBA at its own choice and within a reasonable period shall initially be obliged and entitled to rework the defective item or deliver a replacement. In

the case of failure, i.e. the impossibility, the unreasonableness, refusal or inadequate delay in reworking the defective item or delivering a replacement, the Client may withdraw from the contract or reduce the purchase price by a reasonable amount.

(4) If a defect is the fault of IBA, the Client may demand damages subject to the requirements stipulated in section 8.

(5) In the event of defective components of other manufacturers that IBA cannot remedy for reasons of licensing or de facto reasons, IBA shall, at its discretion, either assert its warranty claims against the manufacturer and supplier for the Client's account or assign these to the Client. Warranty claims against IBA for defects of this nature under the given conditions and in accordance with these General Conditions of Delivery exist only if the legal assertion of the above claims against the manufacturer and supplier was unsuccessful or if, for example, it is futile due to insolvency. For the duration of the legal dispute, the Client's corresponding warranty claims against IBA cannot become time-barred.

(6) The warranty ceases to apply if the Client, without IBA's consent, modifies the delivery item or has third parties modify the delivery item, thereby rendering the remedy of the defect impossible or unreasonable. In all cases, the Client shall bear the additional costs of remedying defects caused by modification.

(7) The delivery of used goods agreed with the Client in individual cases takes place subject to the exclusion of any warranty for material defects.

7 Industrial property rights

(1) In accordance with this section 7, IBA vouches for the delivery item being free from third-party industrial property rights or copyrights. Each contracting party will immediately inform their respective counterpart in writing should claims based on the infringement of such rights be asserted against it.

(2) If the delivery item infringes an industrial property right or copyright of a third party, IBA shall at its discretion and at its expense modify the delivery item or exchange the delivery item in such manner that no third-party rights are infringed yet so that the delivery item continues to fulfil the contractually agreed functions, or will obtain the right of use for the Client by concluding a licence agreement. If IBA fails to achieve this within a reasonable time period, the Client has the right to withdraw from the contract or to reduce the purchase price by a reasonable amount. Any claims for damages made by the Client are subject to the restrictions set forth in section 8 of these General Conditions of Delivery.

(3) In the event of infringement of rights by products supplied by IBA from other manufacturers, IBA shall at its discretion either assert its claims against the manufacturer and pre-supplier for the Client's account or assign these to the Client. Claims against IBA exist in these cases in accordance with this section 7 only if the legal assertion of the above claims against the manufacturer and pre-supplier was unsuccessful or if, for example, it is futile due to insolvency.

8 Liability for damages due to fault

(1) IBA's liability for damages for any legal reason whatsoever, especially due to impossibility, default, defective or incorrect delivery, breach of contract, infringement of obligations during contract negotiations and tort is, whenever attributable to fault, restricted in accordance with this section 8.

(2) IBA is not liable in the case of simple negligence on behalf of its executive bodies, legal representatives, employees or other vicarious agents if such breach does not constitute an essential contractual duty. An essential contractual duty comprises the timely delivery of the delivery item, the absence of legal defects and of those material defects that impair the functionality or usability of the delivery item more than negligibly only, as well as advisory, protective and custodial duties that are intended to make it possible for the Client to use the delivery item in accordance with the contract or which aim to protect the lives and the health of the Client's personnel or to safeguard its property against serious damage.

(3) Insofar as IBA is liable for damages on the grounds of and in accordance with section 8 (2), this liability is limited to damages that IBA foresaw at the time of conclusion of the contract as a potential consequence of a breach of contract or which it should have foreseen when applying due diligence. Indirect damage and consequential losses that are the result of defects of the delivery item are moreover only eligible for compensation insofar as such damage is typically to be expected when using the delivery item in accordance with its intended purpose.

(4) In the case of liability for simple negligence, IBA's obligation to pay for damage to property, and any further financial loss resulting therefrom, shall be limited to the amount of EUR 5 million per claim (in line with the current indemnity limit of its product liability insurance or general liability insurance) even if a violation of duties that are essential to the performance of the contract is involved.

(5) The above cases of exemption from, and limitation of, liability apply by extension to the executive bodies, legal representatives, employees and other vicarious agents of IBA.

(6) If IBA provides technical information or acts in an advisory capacity and such information or advice does not form part of the scope of services contractually owed and agreed, this is provided free of charge and under exclusion of liability.

(7) The restrictions under this section 8 do not apply to IBA's liability for wilful conduct, to guaranteed quality characteristics, to injury to life, body or health or in accordance with the Product Liability Act.

9 Retention of title

(1) The retention of title agreed below serves to secure all current and future claims of IBA against the Client from the business relationship between the contracting parties (including any outstanding balance from a current account relationship limited to this supply relationship).

(2) Any goods that IBA supplies to the Client remain the property of IBA until full payment of all secured claims. The goods, and any goods covered by the retention of title taking their place in accordance with the following provisions, will be named *Goods Subject to Retention of Title hereinafter*.

(3) The Client shall store the Goods Subject to Retention of Title free of charge for IBA.

(4) The Client has the right to process or to sell the Goods Subject to Retention of Title in the course of ordinary business until such time that an exploitation event occurs ((9)). Pledging and transfer by way of security are prohibited.

(5) If the Client processes the Goods Subject to Retention of Title, it is agreed that such processing is performed in the name and for the account of IBA as the manufacturer and that IBA shall directly acquire the title to or – if processing comprises materials from multiple owners or if the value of the

processed item is higher than the value of the Goods Subject to Retention of Title – co-ownership (fractional ownership) of the newly created item at the ratio of the value of the Goods Subject to Retention of Title to the value of the newly created item. If no such acquisition of title on the part of IBA occurs, the Client herewith already transfers its future title or – at the above ratio – its fractional ownership of the newly created item as security to IBA. If the Goods Subject to Retention of Title are combined or inseparably mixed with other items into a homogeneous item and if one of the other items is considered the main item, IBA – insofar as it owns the main item – shall transfer to the Client the respective fractional ownership of the homogeneous item at the ratio stated in sentence 1.

(6) In the event of a resale of the Goods Subject to Retention of Title, the Client already assigns for the purpose of security the resulting claim against the purchaser – if IBA co-owns the Goods Subject to Retention of Title, in proportion to the respective fractional ownership – to IBA. The same applies to other claims that take the place of the Goods Subject to Retention of Title or which are otherwise created in relation to the Goods Subject to Retention of Title, such as insurance claims or claims in tort in the event of loss or destruction. IBA authorises the Client revocably to collect the claims assigned to IBA on the Client's behalf. IBA may revoke this direct debit authorisation only in the event of exploitation.

(7) If third parties access the Goods Subject to Retention of Title, especially by pledge, the Client will immediately point out that the goods are the property of IBA and will inform IBA of this so that IBA can assert its ownership rights. If the third party is unable to reimburse any court or out-of-court expenses that IBA incurs in connection therewith, the Client will be liable for these expenses to IBA.

(8) IBA will release the Goods Subject to Retention of Title and the goods or claims taking their place insofar as their value exceeds the value of the secured claims by more than 50%. The items to be released in this case are at the discretion of IBA.

(9) If IBA withdraws from the contract (exploitation event) following conduct on the part of the Client that is contrary to the terms and conditions of the contract – and here in particular in the event of default of payment – IBA is entitled to demand that the Goods Subject to Retention of Title be returned.

10 Final provisions

(1) If the Client is a businessperson, a legal person under public law or a special fund under public law, or if the Client does not have a general place of jurisdiction in the Federal Republic of Germany, the courts of Mainhausen or at the Client's seat shall have jurisdiction for any and all disputes arising from the business relationship between IBA and the Client, as IBA may decide. However, if a complaint is filed against IBA, the courts of Mainhausen shall have exclusive jurisdiction. Any mandatory legal provisions regarding exclusive jurisdictions are not affected by this regulation.

(2) The relationships between IBA and the Client are governed exclusively by the laws of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods (CISG) of 11th April 1980 is excluded.

(3) If the contract or these General Conditions of Delivery contain any gaps, then all legally effective provisions are deemed agreed to fill these gaps that the contracting parties would have agreed in line with the commercial objectives of the contract and the purpose of these General Conditions of Delivery had this gap been known to them.

Notice: Data protection

The Client is aware that IBA stores data from the contractual relationship in accordance with Section 28 of the German Federal Data Protection Act (*Bundesdatenschutzgesetz – BDSG*) for the purpose of data processing and reserves the right, if the performance of the contract calls for this, to transfer the data to third parties (such as, for example, insurance companies).