

## General Terms and Conditions of Trade

innomatec Mess- und Schnellanschluss-Systeme GmbH  
Am Wörtzgarten 12 – 14  
D-65510 Idstein / Taunus  
Telefon: + 49 (0) 6126-959866-800  
Fax: + 49 (0) 6126-959866-900

(Hereinafter referred to as "Supplier")

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### General terms and conditions for trade are applicable for:

1. A person in a commercial or independent professional activity (entrepreneur) that agrees and accepts such engagement with "Supplier" during the term of and on the terms and conditions of this agreement.
2. Legal persons, under public law or a special fund under public law.

### 1. General

**1.1.** All deliveries and services are exclusively subject to these Terms and Conditions unless and to the extent varied by special preceding conditions expressly agreed upon in a written document signed and confirmed by the Supplier.

**1.2.** The Supplier reserves the right to samples, cost estimates, drawings and similar information in both tangible and intangible - including electronic format - property and copyright must not be disclosed to third parties. The Supplier warrants and undertakes that the Supplier will not disclose from the Customer y communication and documentation in written or electronic format

designated as confidential information to third parties without the written consent of the Customer that a third party is required to have by a confidentiality agreement. Except as expressly provided to the contrary in these Terms, the provisions of these Terms are for the benefit of the parties to these Terms only and not for the benefit of any third party

### 2. Price and Payment

**2.1.** Prices are ex works, excluding packaging, transport and insurance discharge, unless other payment terms have been offered. All prices are exclusive VAT. (Prices do not include value added tax).

**2.2.** Unless otherwise agreed, the payment to Supplier, without any deductions are as follows:

Series products:  
30 days after date of invoice

Special machines and non-standard products:  
30% with order confirmation, but no later than 14 days after the invoice date, net.  
60% after pre-acceptance in our factory, but not later than 14 days after dispatch, unless the delay is not caused by innomatec.  
10% after delivery net

Services:  
Shall be made without any deduction within 14 days.

**2.3.** The right to withhold or offset payments against counter claims are only valid, insofar that the purchaser claims are undisputed or legally binding.

**2.4.** The minimum order value is EUR 200,-- and the minimum order quantity for replacement seals is 15 pcs per type, with O-rings 20 pieces per type, alternatively, if the quantity is less than 15 seals or <20 O-rings, the minimum order value per order item must be EUR 200,--.

### 3. Delivery time, delivery delay

**3.1.** The delivery time is based on the agreements of the parties. Compliance by the supplier requires that all commercial and technical questions between the parties have been resolved

and the customer has fulfilled all his obligations, such as obtaining the necessary samples, drawings, official certificates or permits or making a deposit. If this is not the case, the delivery period shall be extended accordingly. This does not apply if the supplier is responsible for the delay.

**3.2.** In compliance with the delivery period, correct and timely supply by subcontractors shall be observed. The Supplier shall notify the Customer of any delays which may become apparent as soon as possible.

**3.3.** The delivery deadline is met if the item for delivery has left the Supplier's plant before the expiry of the period or notification that the item is ready for dispatch. To the extent that an advance acceptance is to take place before delivery – except in the case of justified refusal to advance acceptance – the date for the advance acceptance shall be decisive, alternatively the notification that the goods are ready for dispatch.

**3.4.** If dispatch or advance acceptance of the item to be delivered is delayed for reasons for which the Customer is responsible, he shall be charged the costs incurred by the delay, beginning from one month after notification of the readiness for dispatch or advance acceptance.

**3.5.** Should the non-observance of the delivery time be a result of force majeure, labour disputes or other events which are beyond the control of the Supplier then the delivery time will be extended accordingly. The Supplier shall notify the Customer of the beginning and end of such circumstances as soon as possible.

**3.6.** The Customer may withdraw with a reasonable period from the contract if it be deemed impossible for the Supplier to provide full performance before the transfer of risk. The Customer may withdraw from the contract in addition, if the execution of the order or a part of the order is deemed impossible to deliver and he has a legitimate interest in refusing partial delivery. Should the incapability or incapacity occur during the delay in acceptance or should the Customer be responsible for these circumstances, he shall be obliged to pay the amount attributable to the partial delivery or full contract price. The same applies to the inability of the supplier. In addition, section 7 applies

**3.7.** If the Supplier is in default and if the Customer incurs damage, the Customer shall not be entitled to claim a lump-sum compensation. This requires a separate and express written agreement. Should a penalty have been agreed upon, the amounts, beginning in the second week

of the delay start at, 0.5% for each full week of the delay t to a total maximum of 5% of the value of that part of the whole delivery which cannot be used because of the delay in time or due to the non-conformance of the contract. I. Further claims based on delay governed exclusively by Section 7.2 of these conditions

#### **4. Offer**

**4.1.** Our offers are non-binding. Orders are only accepted, if we confirm them in writing.

**4.2.** Technical and design modifications of descriptions and information in our brochures, catalogues and written documents as well as design, construction and material changes are permissible in the course of technical progress, Supplier reserves the right to incorporate changes without legal action being brought against Supplier.

#### **5. Passing of risk, acceptance**

**5.1.** The risk passes to the Customer when the goods have left the Supplier's factory including partial deliveries and or the supplier has taken on other services, such as shipping, delivery or installation. If acceptance is to be made, this is crucial for the transfer of risk. You must immediately on the acceptance date, alternatively be performed after notification from the supplier for acceptance. The Purchaser may not refuse acceptance if a minor defect. If the delivery item is used as intended by the purchaser, the delivery shall be deemed accepted.

**5.2.** Should there be a failure or delay in dispatch or advance acceptance due to circumstances that are not attributable to the Supplier, then the risk shall pass to the Customer from the date of notification of dispatch or advance acceptance. The supplier undertakes to take out the insurances requested by and at the cost of the Customer.

**5.3.** Partial deliveries are permissible to the extent that they are reasonable for the customer.

#### **6. Retention of title**

**6.1.** The application for opening of insolvency proceedings shall entitle the Supplier to terminate the contract and demand the immediate return of the item.

**6.2.** In the case of conduct contrary to the terms of the agreement of the Customer, in particular with

default, the Supplier is entitled to the retraction of the items of delivery also without separate reminder and the Customer is obliged to surrender the item or items in the delivery.

**6.3.** The Supplier retains title to the delivered goods until receipt of all payments from the delivery are received.

**6.4.** The Supplier is entitled to ensure the delivery item at the Customer's expense against theft, breakage, fire, water and other damages, unless the Customer has provided evidence of such insurance.

**6.5.** The Customer is not permitted to sell the delivery item, pledge or assign as security. In case of seizure, impoundment or other third party, he must notify the Supplier immediately.

**6.6.** The assertion of title and the seizure of the goods delivered by the supplier shall not constitute withdrawal from the contract.

## 7. Warranty

**7.1.** It is generally a warranty period of 12 months from the delivery of our own products, unless otherwise agreed in the offer. In the case of using foreign products or products required by the Customer, only the manufacturer warranty is valid. The warranty requires that the delivery item by the operator operates according to the instructions correctly, provided any instructions and the prescribed maintenance are performed by the manufacturer. The warranty covers material and labour costs, excluding - travel and expenses.

**7.2.** Place of warranty: Idstein / Taunus.

## 8. Statutory defect claims

For material and legal defects of the delivery by the supplier to the exclusion of further claims - subject to Section 7 - as follows:

### 8.1. Defects

All of the parts, which are of the Supplier choice or newly delivered which turn out due to a situation before the transfer of risk to be deficient. The identification of such defects must be reported immediately. Replaced parts become the property of the Supplier.

**8.2.** In an effort to carry out repairs and replacements, the customer must give Supplier of the necessary time and opportunity to carry out all necessary work, otherwise the supplier is

exempted from liability for the consequences arising therefrom. Only in urgent cases and with prior consultation and explicit approval by the Supplier and if there is a risk for the operational safety or to prevent excessive damage, the Customer has the right to repair the defect itself or through a third party and demand the necessary charges at the Supplier. However, this requires the express written consent of the Supplier. Should this not be on hand, the Supplier can refuse to pay the expenses.

**8.3.** Incurred for the repair or replacement costs directly borne by the Supplier - if the complaint proves to be justified - the costs of the replacement item excluding shipping. He also bears the cost of removal and installation as well as the costs of any necessary provision of technicians and support staff, only if this does not impose a disproportionate burden on the Supplier. Excluded are the complete Travel costs involved, these shall be borne by the Customer.

**8.4.** The Customer has under the statutory right to cancel the contract if the Supplier - can elapse without a deadline set for the repair or replacement due to a defect - in consideration of the statutory exceptions. If only a minor defect, the Customer only has the right to reduce the contract price, in consultation with the Supplier. The right to reduce the contract price shall be excluded. Section 7.2 of these conditions shall govern further claims.

**8.5.** No warranty is given in the following cases in particular: unsuitable or improper use, faulty assembly or commissioning by the Customer or third parties, natural wear and tear, faulty or negligent handling, improper maintenance, unsuitable equipment, defective construction work, unsuitable foundations, chemical, electrochemical or electrical influences - unless they are not the responsibility of the Supplier.

**8.6.** If the customer or a third party restores improperly or without the written consent of the Supplier, there shall be no liability to the Supplier for the consequences. The same shall apply to any changes without prior consent of the Supplier of the goods delivered.

## 9. Quality defects and defects of title

**9.1.** If the use of the delivered item is causing the violation of intellectual property rights or copyrights in Germany, the Supplier will generally provide at extra cost to the Customer the right to further use or modify the delivery item in a

reasonable manner for the Customer such that the infringement no longer exists.

**9.2.** If this is not possible on commercially reasonable terms or within a reasonable time, the Customer is entitled to cancel the contract. Under the same mentioned, the Supplier shall be entitled to cancel the contract. In addition, the Supplier shall indemnify the Customer against undisputed or legally established claims by the respective copyright holders.

**9.3.** The obligations of the Supplier mentioned in Section 6.7 are subject to Section 7.2 concludes the case of patent or copyright. They exist only if:

- a. The Customer informs the Supplier immediately of asserted infringements or copyright infringements.
- b. The Customer shall assist the Supplier a reasonable extent in the defending of such claims or the Supplier allows implementation of modifications in accordance with Section 6.7.
- c. The Supplier retains the right to all preventive measures, including out-of-court settlements,
- d. The defect is not due to an instruction of the Customer and
- e. The infringement was not caused by the fact that the Customer has the delivery arbitrarily modified or used in a non-conforming manner

## 10. Liability

**10.1.** If the delivered item, through the fault of the Supplier, failure to or improper execution of given, before or after the contract proposals and advice, or a breach of other contractual ancillary obligations - in particular instructions for operation and maintenance of the delivered goods - from the Customer cannot be used contractual, exclusion of any other claims shall apply, the provisions of sections 6 and 7.2.

**10.2.** For damages that are not caused to the item itself, the Supplier is liable, for whatever legal reason whatsoever, only in:

- a. case of intent,
- b. gross negligence of the owner / organs or executives,
- c. culpable violation of life, body or health,
- d. defects that he fraudulently concealed or the absence of which has guarantee
- e. Case of defects of the delivered goods, if there is liability under the Product Liability

Act for personal injury or property damage to privately used objects.

- f. In case of culpable violation of contractual obligations, the Supplier is liable for gross negligence of employees and for slight negligence; the latter is limited to typical and foreseeable damage. Further claims are excluded.

## 11. Limitation

All claims of the Customer - for whatever legal reason - expire in 12 months. Claims for damages under Section 7.2.a-e only the statutory time limits.

## 12. Software usage

If software is included, the Customer is granted a non-exclusive right to use the software, including its documentation. It is provided for use on the intended delivery date. Use of the software on more than one system is prohibited. The Customer may use the Software only as permitted by law (§§69 a ff. UrhG) reproduce, revise, translate or convert the object code into the source code. The Customer agrees to the manufacturer - in particular copyright notices - not to remove or change them without prior consent of the supplier. All other rights in the Software and its documentation including copies remain with the Supplier. The granting of licenses is not permitted.

## 13. Applicable law and place of jurisdiction

**13.1.** Only applies for the legal relations between domestic parties' law of the Federal Republic of Germany to all legal relationships between the Supplier and the Customer.

**13.2.** Jurisdiction is Idstein. However, the Supplier is entitled to bring an action upon Customer.

Effective date, Idstein 19<sup>th</sup> November 2024

innomatec Mess- und Schnellanschluss Systeme GmbH  
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65510 Idstein