

I. General

(1) These General Terms and Conditions of Sale and Delivery govern all business relations between the ILCON GmbH (hereafter "ILCON" or "Seller") and its customers (hereafter "Buyer"), in particular contracts concerning the sale and delivery of movable objects ("Goods"), provided that the customer is an entrepreneur, a statutory corporate body or a separate estate under public law. (2) These General Terms and Conditions of Sale and Delivery cover all quotations and agreements and are deemed to apply as a framework agreement for ordering and acceptance of delivery for all future contracts of sale and delivery of goods, without requiring specific reference to them. These General Terms and Conditions of Sale and Delivery are limited to those contained herein. Repairs, conversion work, analyses and disposal are governed in addition by the Technical Service Terms and Conditions of ILCON. Any additional, different or contrary conditions which have not been specifically recognized in writing are not binding upon ILCON, even if they have not been specifically rejected. (3) The customer will be notified of any alterations to these General Terms and Conditions in written or text form. Buyer accepts these alterations unless objection is made in written or text form within 14 days of notification. ILCON will refer specifically to these consequences at the time of notification. (4) Any individual contract agreements made have priority over general Terms and Conditions, provided these are agreed in writing.

II. Quotation and conclusion of contract

(1) Any quotations made by ILCON are legally non-binding. Orders placed by the Buyer are deemed to be binding tenders and can be accepted by written order confirmation by the Seller within 2 weeks. The Buyer is bound by the order placed. (2) The legal relations between ILCON and the Buyer are governed solely by the order confirmations including these General Terms and Conditions. Any oral commitments made by the Seller before concluding any contracts are legally non-binding. Oral agreements will be confirmed or replaced by the order confirmation. Alterations and additions to agreements and to these General Terms and Conditions must be in writing. With the exception of the Chief Executive Officer and his authorized representatives, employees of ILCON are not entitled to make differing subsidiary agreements. The written form is deemed to be complied with if communicated in electronic form, in particular by email or fax. (3) ILCON reserves the right to make insubstantial changes to ILCON products including in the period after conclusion of contract.

III. Prices

(1) All prices are for delivery ex works, unless otherwise written in the order confirmation. Prices do not include the statutory sales tax. Any statutory value-added tax which applies will be identified separately in the invoice in the statutory amount which applies on the date of invoice. (2) The deliveries and services by the Seller will be calculated on the basis of the Seller's prices on the date of conclusion of contract. These are governed by the prices indicated in the Seller's order confirmations, if applicable plus the agreed costs of transport. ILCON is entitled to increase the price agreed with the Buyer according to the additional burden imposed on ILCON after concluding the contract due to statutory or official ruling, such as taxes, inspection fees, customs duties or currency compensation amounts. Any individual contract agreements made, in particular, for example, from framework agreements, in this case, too, have priority over general Terms and Conditions, provided these individual contract agreements are agreed in writing.

IV. Payment/Terms of payment

(1) All payments are due immediately, to be paid in euros and strictly net. It is not admissible to offset any counterclaims, unless the counterclaims are undisputed or judicially established. The retention of goods due to counterclaims from the same contractual relationship is only admissible if these are undisputed or judicially established. In the case of defects, the rights shall be determined according to Section VII of these General Terms and Conditions. (2) If payment is agreed in a different currency than euros (foreign currency) then ILCON reserves the right, as far as this has been agreed, to increase the purchase price in foreign currency agreed at the time of invoicing in order that the invoiced amount corresponds to the value in euros calculated according to the foreign currency debt at the time of concluding the contract. (3) The acceptance of alternative means of payment (bill of exchange, cheques), which ILCON shall not be obliged to accept, shall not be deemed to be fulfillment or deferment of the receivable. Credits resulting from bills of exchange or cheques shall be carried out subject to receipt and with a value date of the day on which the amount has been credited to our account and on which the counter value is available to us. The costs of safe custody and encashment, in particular discount charges, and all other bank charges caused by the customer, shall be paid by the customer. The provision of cash discount must be agreed in writing. Payments other than cash payment are only made on account of performance. (4) Payments are deemed as effected when the amount is finally credited to the ILCON account and is available there. ILCON reserves the right to use payments to settle the longest due invoice items plus the interest on arrears and charges accrued, namely in the order: charges, interest, principal claim. (5) If the Buyer defaults on payment, ILCON is entitled to put up all claims as due. In the event of exceeding the payment deadline, ILCON is also entitled to demand a security deposit or advance payment. Due claims for money shall be subject to interest of 5% over the base lending rate. The Seller reserves the right to assert further claims. The Buyer is at liberty to provide proof of lesser damage. (6) In the event of deliveries and services within the EC, before effecting a sales transaction the Buyer shall inform ILCON of the applicable sales tax identification number under which he completes the acquisition taxation within the EC. In the event of delivery and services from the Federal Republic of Germany to countries outside the EC, which are not carried out or arranged by ILCON, the Buyer must provide the Seller with the fiscally required evidence of exportation. If this evidence of exportation is not submitted, the Buyer must also pay the sales tax on the invoiced amount levied within Germany for the service supplied. (7) In the event that a credit unworthiness of the Buyer occurs or becomes known subsequently, ILCON is entitled at its own choice to change the terms of payment or withdraw from the contract, where appropriate after appointment of a date.

V. Delivery

(1) Delivery times and dates are subject to change. If a delivery period is agreed as binding, this begins on the date of order confirmation. The binding character for ILCON of delivery dates agreed assumes that the Buyer clarifies all technical and commercial details in good time, does not request any changes to the contract and that payments were made when due, and that the delivery date was confirmed to the Buyer in the order confirmation. (2) The period for deliveries is deemed to have been met if the ready consignment has been shipped or collected within the agreed delivery period or performance period. In the event that dispatch is delayed for reasons for which the Buyer is responsible, then the period is deemed to have been met if the announcement of readiness for dispatch is made within the agreed period. (3) If ILCON does not keep to a delivery date which was agreed in writing, the Buyer shall set an appropriate extension of time which must under no circumstances be less than two weeks. After unsuccessful expiry of this period, ILCON is liable according to the statutory requirements to the extent that the delay in delivery for which ILCON is responsible is based on culpable breach of an essential contractual obligation or a deliberate or grossly negligent breach of contract. Moreover, in the event of a delay in delivery, ILCON shall be liable for every full week of delay within the context of a flat-rate compensation for delay amounting to 0.2% of the delivery value, but not more than a maximum of 5% of the delivery value. The right to produce evidence that the Buyer has suffered no damages or lesser damages is reserved. (4) Liability will not be accepted for delays due to force majeure and unforeseen impediments or events, whether they occur on ILCON's premises or at ILCON's suppliers (such as walkouts, disruption of operations, war, strikes, lockouts, effects of the weather or traffic hold-ups, official decrees, difficulties in material or energy procurement, shipping delays or similar) or other delays in completion due to no fault of their own. ILCON shall inform the Buyer immediately about such circumstances as far as possible. The Buyer has no entitlement to compensation for exceeding the delivery time. In the event that for the aforesaid reasons it is not possible for ILCON to deliver the delivery item by the agreed date or within the agreed period, ILCON is entitled to defer the delivery or performance for the duration of the impediment plus an appropriate lead time. (5) The Buyer is obliged to accept the delivery item. In the event that the Buyer is in default of acceptance, or omits to cooperate or the delivery is delayed for reasons for which the Buyer is responsible, ILCON is entitled to claim compensation for the damages caused as a result including any additional expenditure. (6) In the case of delivery dates agreed without obligation, the Buyer can ask the Seller in writing two weeks after exceeding the delivery date to deliver within an appropriate time. If the Seller does not deliver within this time, he is deemed to be in default. The Buyer is not entitled however to claim damages caused by delay unless the Seller is guilty of willful intent or gross negligence or unless an essential contractual obligation has been culpably breached. The Buyer is entitled in the event of delay to set a new appropriate deadline in writing with a notice that he will otherwise refuse to accept the delivery item after expiry of the deadline. After unsuccessful expiry of the new deadline the Buyer is entitled to withdraw from the contract by written declaration or to claim compensation in the event of willful intent or gross negligence. In such cases there is no entitlement to delivery. (7) In the event that the Buyer has to call for or accept the Goods within a certain deadline, ILCON is entitled after expiry of this deadline to issue an invoice for the amount of the purchase price or after setting a new deadline to withdraw from the contract either fully or partially. If an order has been placed to be called up and a deadline for calling up has not been agreed, then ILCON is entitled after making a previous announcement to deliver the Goods after a period of six months from issuing the order confirmation has expired or after unsuccessful expiry of a new deadline to withdraw from the contract. In addition to this right to assert claims for compensation particularly for storage costs etc. is reserved. (8) All deadlines agreed must be punctually met in the event of collection by the Buyer or by the carrier commissioned with collection. In the event that the collection deadline for Goods announced as ready for shipment is not met, ILCON is entitled to dispose of the Goods the following day. The Buyer bears all expenses resulting from late collection or provision of freight resources. If the delivery dates and deadlines agreed for orders for delivery of several partial quantities are not met by the Buyer, then ILCON is entitled after unsuccessfully setting deadlines to deliver the remaining Goods, to withdraw from the not yet completed part of the order or to claim compensation for nonperformance. (9) ILCON is entitled to part deliveries if - the part delivery is usable for the Buyer within the framework of the contractual intended use, - the delivery of the remaining Goods is assured - the Buyer does not incur any considerable extra costs or additional expenses as a result (unless the Seller agrees to bear these expenses). They are deemed as a single commercial transaction.

VI. Shipment and transfer of risk

(1) Delivery is made ex works. The risk of accidental damage or accidental loss devolves to the Buyer at the time of delivery at the latest. When shipping an article, the risk of accidental damage or accidental loss and the risk of delay devolves to the Buyer when the article is handed over to the person carrying out shipment (carrier, haulage contractor or other person appointed with shipment) or when the Goods have left the Seller's store or ILCON's subcontractor's store for the purpose of shipment. This also applies if their own vehicles are used and in the case of freight paid delivery, but not in the case of delivery free domicile. The Goods will only be insured in transit at the express wish of the Buyer, if expressed in good time and if for the account of the Buyer. Unless otherwise agreed, the dispatch route and shipment will be at the choice of the Seller. Where the purchaser is in default of acceptance, delivery shall be deemed to have been effected. (2) In contracts for work and services the risk of accidental damage or loss devolves to the Buyer with the notional acceptance or in the cases of § 646 of the German Civil Code with the completion of the works. (3) If a delivery is stopped at the request of the Buyer after being dispatched or dispatch or delivery is delayed at the request of the Buyer, then the resulting costs shall be borne by the Buyer. ILCON can therefore invoice storage charges, for example, of 0.5% of the net invoice amount for each month commenced; the storage charges will be limited to 5% of the net invoice amount, unless ILCON can prove higher costs General Terms and Conditions.

VII. Notice of defects, warranties and liability

(1) The Seller shall be liable for defects of quality and title according to the statutory regulations, unless deviations are regulated hereinafter. In any case the statutory special regulations for final delivery of Goods to a consumer remain unaffected. (2) Unless otherwise agreed, the contractually owed properties and condition of the Goods are determined exclusively by the specifications agreed in writing. The properties and condition of the Goods are considered to be exclusively those described in the product descriptions, specifications and designations of the Seller. ILCON's technical consulting services are non-binding. (3) Public pronouncements, sales talk or advertisements do not constitute any properties and condition of the delivery item. Liability is excluded in this respect. (4) Properties of samples and specimens or drawings are only binding to the extent that they have been expressly agreed as being guaranteed properties and condition of the Goods. (5) Statements absolute properties and condition and service life or other statements are only independent warranties if they are expressly agreed and designated as such. (6) The precondition for warranty claims by the Buyer is that the Buyer has complied with his statutory duty to examine and his statutory requirement to give notice of defects according to §§ 377, 381 of the German Commercial Code. Notice of defects must be made immediately upon receipt of the Goods. They are barred if they have not been notified to ILCON within two weeks of receipt of the Goods. Defects which cannot be discovered within this period even with careful examination (hidden defects) shall be rephrased immediately after their discovery (not longer than 2 weeks later). In the event that a notice of defect is not made within the period specified, then no warranty claims can be asserted against ILCON for such defects. (7) In the case of a legitimate claim due to defects, the rectification of the defect will be as follows: (7a) ILCON is entitled and bound to rectify the defect (repair) or to deliver an article free of defect (replacement). The right to refuse the chosen type of repair according to law remains unaffected. At the corresponding request of the Buyer, ILCON shall declare within 14 days in which way ILCON intends to use its right to choose. (7b) If a repair or replacement is impossible, or it fails or is refused by ILCON, the Buyer can claim a corresponding price concession (reduction) or according to his choice a withdrawal from the contract. The right to withdraw from the contract does not apply for insubstantial defects. (7c) Claims by the Buyer for compensation for damages and reimbursement of unavailing expenses against ILCON and the persons whom he uses to fulfill his obligations exist only according to Section VIII., otherwise they are barred. (8) The Buyer shall allow ILCON the required time and opportunity to remedy defects by fair discretion. If he refuses this, then the Seller is exempt from the warranty for defects. (9) The Buyer shall not dispose of the rejected Goods until the notice of defect has been dealt with. ILCON can demand that the Goods concerned are stored correctly at the Buyer's expense. (10) In the event that the Buyer makes alterations to the delivery item without the written consent of ILCON, then his warranty claims expire; this also applies to changes and repair work carried out incorrectly by the Buyer or third parties. (11) The warranty for defects does not apply to natural wear, nor to damage arising after the passing of risks due to faulty or negligent treatment, excessive conditions, unsuitable equipment, incorrect installation and any chemical, electrochemical or electrical influences which are not specified in the contract. Warranty claims also do not exist in the case of only insubstantial deviation from the agreed properties and conditions and/or in the case of only insubstantial impairment of the serviceability. (12) ILCON reserves the right to make changes due to technical innovations, new regulations or similar developments. (13) ILCON shall not provide a warranty for the finished products manufactured by the Buyer from the components to be supplied. In particular, ILCON shall not be liable for the functional properties and possible applications of these finished products. The application, use and processing of these finished products takes place beyond ILCON's control and so is exclusively the responsibility of the Buyer. (14) ILCON's application technological consulting service, both orally, written and through trials, is provided to the best of its knowledge, but it is deemed however to be only non-binding advice. The Buyer is not exempt from himself examining the products supplied by ILCON for their suitability for the intended procedures and purposes, including with reference to possible industrial property rights of third parties. (15) The warranty period for defects of quality and title for newly manufactured products is 12 months. If a deviating warranty period has been agreed in the order confirmation or in any other written agreements, then this shall apply. The period begins with the passing of risks.

VIII. Other liability

(1) Liability for compensation beyond the liability embodied in Section VII. is excluded, regardless of the legal form of the claim asserted. This does not include claims by the Buyer for compensation for damages for injury to life, limb or health or from the infringement of essential contractual duties (cardinal obligations) and according to the Product Liability Act and the liability for other damages which are due to a deliberate or grossly negligent infringement of obligations of the Seller, his legal representatives or the persons whom he uses to perform his obligations. Essential contractual obligations are those whose fulfillment is necessary in order to attain the objective of the contract. (2) In the event of infringement of essential contractual obligations, the Seller is liable only for direct losses which are foreseeable and typical for this type of contract if these were caused negligently, unless it is a case of claims by the Buyer for compensation for damages for injury to life, limb and health. (3) To the extent to which liability for compensation for damages is excluded or limited, this also applies for the personal liability for compensation for damages of the Seller's legal representatives, employees or persons whom he uses to perform his obligations. (4) In the case of liability for ordinary negligence, the liability to pay damages for personal injuries and damage to materials is limited to an amount of 5 million euros per claim, even if it concerns infringement of essential contractual obligations.

IX. Retention of title

(1) All deliveries by ILCON are made under retention of title. The ownership of the Goods delivered does not devolve to the Buyer until he has fulfilled all his obligations from the business relations with ILCON. In the case of a current account the retained title will serve as security if necessary for any balance claim by ILCON. If bills or cheques have been given in payment, payment is deemed as effected when the amount is finally credited to the ILCON account and is available there. (2) ILCON undertakes to release securities at the request of the Buyer to the extent that the realizable value of the securities which exist in favor of the Seller exceeds the claims to be secured by more than 10%. The choice of the securities to release lies with ILCON. (3) The Buyer is entitled to sell the Goods delivered and the objects produced from processing them in orderly commercial dealings. The Buyer shall retain the conditional title to the Goods owing to him vis-à-vis his purchasers until they have paid the purchase price in full. All claims by the Buyer from the resale of the goods subject to retention of title are now assigned to the Seller who hereby accepts the assignment. This also applies for any claims arising from any other cause in law with reference to the goods subject to retention of title. If the goods subject to retention of title are sold by the Buyer together with third-party goods, whether with or without agreement, the purchase price claim amounting to the value of the goods subject to retention of title is deemed as assigned to ILCON. The Buyer is authorized to recover the assigned claims to the extent that he fulfills his duty of payment vis-à-vis the Seller in compliance with the contract. (4) The retention of title also covers in full value the finished products resulting from the processing, amalgamation or combining of the Seller's Goods. Where as a result of processing, amalgamation or combination with third party goods their right of ownership continues to exist, then ILCON shall acquire co-title to the finished product in the same proportion as the invoice value of the processed, amalgamated or combined goods. For the rest the same applies for the resulting finished product as for the Goods supplied under retention of title. (5) The Buyer already herewith assigns to ILCON all claims from renting out, leasing and lending of the delivery item until termination of the retention of title. (6) The Goods subject to retention of title shall not be pledged or assigned as collateral to third parties until complete payment of the secured debt has been discharged. The Buyer shall notify ILCON immediately of any change in the ownership or endangerment of ownership of the Seller through impending pledging, intervention of third parties et al. Executor officers shall be advised of ILCON's retention of title. The Buyer is liable for all costs and damages for failure to report the above or advice about necessary interventions. (7) In the case of any delay in payment by the Buyer, then ILCON is entitled to claim all articles supplied which are subject to retention of title and/or to withdraw from the contract according to statutory regulations. For this case the Buyer already herewith permits ILCON to enter the business premises. (8) The Buyer undertakes to adequately insure the goods subject to retention of title. He already herewith assigns all claims from the insurance agreement to ILCON.

X. Industrial property rights, copyright, trademarks, brands

(1) The Buyer is not permitted to offer or supply substitute products instead of ILCON products with reference to these products, or to use the word "substitute" in price lists or similar business documents in connection with ILCON's product designation, whether or not proprietary, or to contrast these with the names of substitute products. (2) Furthermore the Buyer is not permitted when using the ILCON products for manufacturing purposes or for further processing to use ILCON product designations, in particular ILCON brands on such goods or their packaging or in the corresponding printed matter and advertising material, particularly declared as a component part, without the consent of ILCON. (3) The delivery of products under a brand name shall not be deemed as agreement to use this brand name for the products manufactured from them. (4) ILCON retains its property rights and copyright for images, drawings, calculations and other documents; they must not be made accessible to third parties. Dissemination to third parties is only permitted with the prior written consent of ILCON.

XI. Place of fulfillment and jurisdiction

(1) The place of fulfillment for all deliveries, unless otherwise agreed, is Hoya. (2) It is agreed that all disputes shall apply to German law and the local and international exclusive jurisdiction are the courts responsible for Hoya. The company is entitled however in individual cases to also bring legal action at the place of domicile of the Buyer or at other responsible courts due to national or international law. Application of the United Nations Convention on Contracts for the International Sale of Goods (United Nations Purchase Law) of 11.04.1980 is excluded.

XII. Invalidity

Should any of the provisions of these Terms and Conditions be or become invalid, this shall not affect the validity of the remaining provisions. Invalid provisions shall be replaced in accordance with the intended purpose of the contract and the interests of the signatories.