

GENERAL TERMS AND CONDITIONS

of Ingpuls GmbH (hereinafter referred to as „INGPULS“):

§ 1 Scope of application of these General Terms and Conditions

1. These General Terms and Conditions shall apply to all goods, services and quotes of INGPULS (including future goods, services and quotes) delivered or made **to entrepreneurs** within the meaning of § 14 BGB (German Civil Code) (hereinafter referred to as "CUSTOMER").
2. Any **deviating provisions**, such as, in particular, the CUSTOMER's terms and conditions of purchase, shall be rejected in full, and **only** then shall they become part of the contract if that has been expressly agreed **in writing**. Even if reference is made to a document which may contain, or refer to, the terms and conditions of CUSTOMER or any third party, this does not constitute any acknowledgment of the validity of those terms and conditions.
3. In the event that framework agreements, or **individual agreements**, have been concluded between the parties, these agreements shall **take precedence**. Unless special arrangements have been made by the parties these agreements shall be complemented by these General Terms and Conditions.

§ 2 Quotes and conclusion of contract

1. Quotes from INGPULS are binding; nonetheless they are subject to amendments with regard to prices, delivery options and delivery times. These shall only be binding upon order confirmation by INGPULS.
2. INGPULS retains the right to confirm incoming CUSTOMER orders within a 6-week-period starting from the date the order is received.
3. The legal relationship between INGPULS and the CUSTOMER is **exclusively governed by the written contract**, including these General Terms and Conditions:
 - a. It represents all agreements between the parties regarding the subject matter of the contract, and in full.
 - b. **Any oral commitments or agreements** made or given by INGPULS prior to the conclusion of the contract are
 - i. **not legally binding**, and
 - ii. shall be replaced by the written contract, unless it is expressly stated that these agreements or commitments continue to be binding and remain in force.
 - c. **All orders**, as well as any guarantee declarations, need to be **confirmed in writing** by INGPULS.
4. With the exception of managing directors or authorised signatories, INGPULS employees are not authorised to make **oral agreements which are deviating from the content of the contract**. Any such oral agreements must be confirmed in writing by INGPULS in order to become effective.

5. **The written order confirmation by INGPULS shall be decisive** for the delivery time, type and scope of goods and services, as well as the respective price.
6. **Specifications given** by INGPULS relating to the subject matter of the relevant goods or services (e.g. weights, dimensions, utility values, load capacity, tolerances and technical data) as well as any representation of these (e.g. drawings and illustrations) **are** deemed to be only **approximates** unless exact conformity is required due to the type of application or use for the contractually intended purpose. They do not represent any guaranteed characteristics or quality, but serve to describe or identify the relevant goods or services. Any deviations which are customary in the trade as well as deviations due to legal regulations, or deviations representing technical improvements, and also replacement of components or parts by equivalent components or parts, are permissible as long as the use in accordance with the contractually intended purpose is not compromised or impaired by this.

§ 3 Prices and payment

1. The goods and services shall be provided at **the prices and conditions** contained in the contract/quote or the order confirmation of INGPULS, respectively. Any additional or extra services shall be charged separately.
2. Prices are given in EURO, and ex INGPULS office / ex INGPULS warehouse, **plus packaging** and also, **plus statutory value added tax, customs duties** for exports as well as **fees and other public charges**.
3. If, during the time between conclusion of the contract and delivery, additional or increased duties, taxes or other direct or indirect charges – in particular customs duties, levies, currency compensation, changes in material prices, wage settlements – are incurred, INGPULS is entitled **to increase the prices** accordingly, at its reasonable discretion. For these amended positions, the CUSTOMER shall be entitled to demand proof of the price increase from INGPULS.
4. **Shipment and return shipment** shall, in any case, be **at the expense and risk of the CUSTOMER**. This shall also apply if INGPULS assumes the shipment costs and/or the shipment.
5. Unless otherwise specified in the order confirmation or in a separate individual contract, the following shall apply to **one-time costs** (e.g. development costs, tooling costs):
 - a. 50% of these costs may be invoiced immediately after conclusion of the contract.
 - b. The remaining 50% may be invoiced following completion of the service or upon delivery of the first serial parts – whichever occurs earlier.
6. **Partial deliveries of goods / partial services** will be invoiced as partial invoices. All invoices are due for payment without deduction within 14 days. The payment date is the **date of receipt of payment** by INGPULS.
7. In the event of **delayed payment**, maturity interest and default interest at the statutory rate shall become due. Should INGPULS agree to the acceptance of a bill of exchange, this shall only be deemed on account of performance rather than in

lieu of performance. INGPULS retains the right to revoke the deferment comprised by the acceptance of a bill of exchange at any time, and may instead demand to be paid immediately. If bills of exchange are accepted by INGPULS, the standard bank discount charges, collection and exchange fees shall be charged to the CUSTOMER from the date of maturity of the relevant invoice, and these costs shall be paid immediately and in cash. Outstanding debts shall only be considered as paid up on the date INGPULS can freely dispose of the value equivalent and no chargeback process may be initiated any more.

8. The CUSTOMER shall **only** have a **right of retention or right of set-off** for those counterclaims which have been either **judicially established** or are **undisputed**; this shall not apply to counterclaims resulting from the **same contractual relationship**.
9. INGPULS retains the **right** to carry out or provide pending deliveries of goods or services only **against advance payment** or provision of security if, after conclusion of the contract, **information** becomes available on circumstances which
 - a. are likely to substantially **impair the creditworthiness** of the CUSTOMER; and
 - b. by which **payment** of the CUSTOMER's debts outstanding to INGPULS resulting from the respective contractual relationship is **endangered** (including payment for other individual orders under the same framework contract).

§ 4 Delivery periods, excess and/or shortfall quantities

1. Agreed **delivery dates** or performance dates and deadlines **are non-binding**, and always only **approximates**, unless otherwise expressly promised, agreed or otherwise determined.
2. Compliance with the delivery periods is subject to the condition that the CUSTOMER fulfils its contractual obligations. The **delivery period will begin** once the **order confirmation** is sent to the CUSTOMER; however, the delivery period shall not start until the CUSTOMER has provided all objects, documents, approvals, releases he is obliged to procure; and not before INGPULS has received any agreed down payment, any letter of credit to be issued or any proof of agreed collateral. If components or parts which the CUSTOMER is obliged to provide are not delivered on time, or not delivered free of defects at the agreed time, the delivery period shall be extended until the CUSTOMER's delivery of these components or parts is made, and is free of defects.
3. If **shipment** has been agreed on, delivery periods and delivery dates refer to the **time of handover to the forwarding agent**, carrier or other third party commissioned with the transport. The delivery period shall be deemed to have been complied with if the goods have left the plant by the time the deadline has run out; or, if the CUSTOMER or their forwarding agent has **been notified of INGPULS' readiness for dispatch**.
4. The delivery period **shall be appropriately extended** if circumstances arise for which INGPULS is not responsible. In addition to force majeure, these

circumstances may be, in particular, any measures within the scope of lawful industrial disputes or industrial action, in particular strikes and lockouts; as well as the occurrence of **unforeseen obstacles** that lie **outside** the area of **responsibility** of INGPULS (e.g. delayed delivery of essential raw materials), to the extent that such obstacles demonstrably impair the completion or delivery of the goods or services to be delivered. This shall **also** apply if these circumstances affect either **subcontractors** or suppliers. INGPULS shall not be responsible for the aforementioned circumstances even if these circumstances arise while INGPULS is already in delay. INGPULS shall inform the CUSTOMER about the timeframe of such obstacles, i. e. beginning and end, as soon as possible. If such circumstances continue for a period of more than 8 weeks, INGPULS shall be entitled to withdraw from the contract.

5. In case of any **delivery delay** of **less than two months**, **compensation for delay is excluded**. If the delay of delivery exceeds this period, or if compensation must be paid by law, the following shall apply:
 - a. If the CUSTOMER suffers any damage due to a delay caused by INGPULS, he shall then be entitled to claim **compensation for delay to the exclusion of further claims**.
 - b. The compensation shall amount to **0.5%** for each full week of delay; in any case, however, it must not exceed a **maximum of 5%** in total, of the net value of that part of the total delivery which cannot be used in a timely manner or in accordance with the contract due to the delay.
6. If shipment is **delayed at the CUSTOMER's request**, the CUSTOMER shall **bear the costs** incurred by **storage** for each month or part thereof, beginning one week after notification of readiness for shipment. In case of storage at **the INGPULS works** these costs shall amount to at least **0.5%** of the amount invoiced. INGPULS reserves the right to assert and provide evidence of additional storage costs, or lower storage costs respectively. Nonetheless, INGPULS retains the right, **after a reasonable deadline has been set and then expired unsuccessfully, to otherwise dispose of the goods in question, or to deliver the goods** to the CUSTOMER within a reasonably extended delivery time. INGPULS' further claims to rights, in particular rights pursuant to §§ 293 et seq. including § 304 BGB (German Civil Code), shall remain in force, however, any payments rendered by the customer so far have to be deducted from these claims. The same applies to the rights pursuant to from §§ 280 ff. BGB (German Civil Code), and also, for the claim for performance.
7. In the event of **serial production or custom-made products**, INGPULS reserves the right to deliver an excess or shortfall of up to **10% with regard to the ordered quantity**. The excess or shortfall quantity shall be invoiced accordingly.
8. In the event of **call orders**, INGPULS shall be notified about the respective call-off in a timely manner, ensuring that a proper manufacture and delivery process is possible; however, this notification must be effected **no less than 6 weeks** before the desired delivery date. Call-off orders must be called off within 12 months following the purchase order, unless any other deadlines in deviation of this have been agreed upon. If the call-off is not, or not entirely, carried out within 12 months of the start of the purchase order, or the call-off

is not carried out on the agreed call-off dates whichever date is shorter, CUSTOMER shall be deemed in **default of acceptance**.

9. If the CUSTOMER is in default of acceptance or violates its obligations to cooperate, INGPULS shall be entitled to demand compensation for the **damage incurred**, including any additional expenses. In this case, **the risk of accidental loss or accidental deterioration** of the purchased goods shall also pass to the CUSTOMER at the time the CUSTOMER defaults on their acceptance obligations.

§ 5 Transfer of risk and acceptance of goods

1. The mode of shipment and packaging shall be determined at the discretion of INGPULS.
2. At the latest, the **risk shall pass to the CUSTOMER** once the relevant parts or components are **available for delivery** at the INGPULS site, also in the event that partial deliveries are made, or in the event that INGPULS is responsible for the provision of other services, e.g. shipping costs, or shipment, and/or installation.
3. **Insurance coverage** against theft, break, transport, fire, or water damage and other insurable risks will **only** be taken out by INGPULS **at** the CUSTOMER's **specific request**, and at the CUSTOMER's expense.
4. Delivered goods shall be **accepted** by the CUSTOMER without prejudice to the rights under § 12, if these goods have **minor defects**.
5. **Partial deliveries** are **permissible**.
6. The CUSTOMER undertakes to dispose of packaging, transport packaging and auxiliary transport devices, with the exception of pallets, at the CUSTOMER's expense.

§ 6 Refusal to accept/non-acceptance

1. In the event that the **CUSTOMER refuses** to approve or **accept** the contractual goods and/or services, INGPULS retains the right to set a **reasonable deadline** for acceptance by the CUSTOMER. If the delivery deadline according to § 4.3 is met, yet the relevant item is still under the (physical) control of INGPULS, the CUSTOMER shall have the right to obligate INGPULS – in writing – to insure the stored goods at the CUSTOMER's expense. In the event that the CUSTOMER does not approve or accept the contractual goods within the set time limit, **INGPULS shall be entitled**, without prejudice to the right to contractual performance, to either **withdraw** from the contract or to **claim damages** for non-performance. In any event, without being obliged to prove the actual damage incurred, and also without prejudice to the right to assert a higher actual damage claim, INGPULS may also claim **liquidated damages**, in the amount of
 - a. 30% of the net order value for standard goods and
 - b. 100 % in the case of services provided specifically within the framework

of the relevant order, or for custom-made products which can not be used otherwise.

The CUSTOMER is at liberty to present, and **provide evidence**, that the **actual damage is less** than that.

2. If an approval/acceptance procedure has been agreed upon, or if it is mandatory, INGPULS shall be **entitled to demand** that approval/acceptance is **granted if** there are **no substantial defects** and the goods are assuredly usable/utilisable, functional and serviceable. **Substantial defects** are those defects which may give reason to question the functionality of the goods, or which significantly impair the functionality of the goods. In this case, INGPULS shall **propose** a choice of possible **acceptance dates** to the CUSTOMER. If none of these proposed acceptance dates is accepted by the CUSTOMER at least two days prior to such a date, and if the CUSTOMER does not propose a replacement date within two weeks following receipt of the proposal made by INGPULS, the **acceptance shall be deemed given**.
3. In the event that an acceptance procedure has to take place, the goods shall also be **deemed as approved/accepted** if
 - a. **delivery** – and installation, in the event that INGPULS is also responsible for the installation – have been **completed**, and
 - b. **INGPULS** has **notified** the CUSTOMER accordingly, with reference to the fiction of acceptance according to this section, and has requested acceptance, **or**
 - c. **twelve working days** have elapsed since delivery or installation of the goods, **or** the CUSTOMER has **started to use the goods** (e.g. the delivered equipment has been put into operation) **and**, in this event, **six working days** have elapsed since the delivery or installation of the goods, **and**
 - d. the **CUSTOMER** has **not approved/accepted** the goods within this period of time for any reason other than a defect which renders the use of the item in question impossible, or which significantly impairs its use, and of which defect INGPULS was duly notified.

§ 7 Retention of title

1. All deliveries of goods and services are subject to **retention of title**. Delivered goods remain the property of INGPULS up to the point when the price, fees and all other claims of INGPULS against the CUSTOMER arising from the current business relationship have been **paid up** and satisfied **in full**. Goods and other items to be delivered subject to retention of title are hereinafter referred to as **reserved goods**.
2. The safekeeping of **reserved goods** at the CUSTOMER's premises will be carried out **free of charge**.
3. If **the CUSTOMER processes or uses** the reserved goods, this act of processing/use shall be carried out **on behalf of INGPULS**; in that case INGPULS shall then be deemed the manufacturer within the meaning of § 950 BGB (German Civil Code), and INGPULS shall automatically acquire ownership of the **intermediate and/or**

the finished/final product. In the event that the goods are processed in conjunction with/together with **other goods** which are not owned by the CUSTOMER, INGPULS shall acquire **co-ownership** of the new product in the ratio of the value of the reserved goods delivered by INGPULS to the value of the third party goods at the time of processing.

4. The **CUSTOMER** is **entitled** to **resell** any reserved goods which have been delivered, and to re-license them within the scope of the contract; also, the CUSTOMER is **entitled** to collect an assigned claim within the scope of their regular business operations; this is subject to revocation at any time. The CUSTOMER **assigns to INGPULS** by way of security, and with immediate effect, **all claims** and ancillary rights in connection with the resale and the business relationship with their customers, **in the amount of the value of the reserved goods**, and undertakes to provide all information and documents necessary for the collection of the claim to all parties concerned. INGPULS accepts the assignment. Furthermore, INGPULS shall be entitled to inform the CUSTOMER's customers about the assignment of the claim at any time.
5. The CUSTOMER shall take out **insurance** for the reserved goods **to a sufficient extent**, particularly, insurance against fire and theft. Claims against the insurance company arising from the occurrence of any damage affecting the reserved goods are hereby assigned to INGPULS in the amount of the value of the reserved goods. INGPULS accepts this assignment.
6. The CUSTOMER hereby agrees that INGPULS or their authorised representatives are entitled to access the premises where the reserved goods are stored in order to secure the assigned goods under reservation.
7. The CUSTOMER may **neither pledge the reserved goods, nor is he allowed to assign these goods as security.** In the event of seizure, confiscation or any other disposition carried out by third parties, the CUSTOMER shall **notify INGPULS immediately.** If INGPULS suffers any damage owing to an omission of, or delay in, notification (e.g. loss of rights), the CUSTOMER shall be held liable for compensation.
8. In the event that the CUSTOMER's conduct is in breach of contract – this particularly refers to a default in payment – **following a reminder**, INGPULS shall be entitled to **take back the goods**, and the CUSTOMER shall be obliged to surrender these goods. Any other claims shall remain unaffected by this provision.
9. The **assertion** of the reservation of title **and the seizure** of the goods by INGPULS shall **not constitute a withdrawal from the contract.** At the CUSTOMER' request, INGPULS undertakes to **release** the securities to which INGPULS is entitled, to the extent that the net realisable value of these securities exceeds the claims which need to be secured by more than 20%. The selection of the securities to be released shall be carried out at the discretion of INGPULS.

§ 8 Limitation of liability

1. In the event of claims against INGPULS for **damages and reimbursement of expenses** due to a culpable breach of duty for which INGPULS may be held

responsible – regardless of their legal basis – INGPULS shall be held liable **in case** of a slight negligence **only for** the breach of **essential duties** which threatens or jeopardises the purpose of the contract. Otherwise, INGPULS excludes any liability for slight negligence.

2. In cases of liability according to § 8.1 and liability without fault, INGPULS is **only liable for typical and foreseeable damages**. No claim for futile expenditures by the CUSTOMER shall be permitted.
3. The **CUSTOMER** shall **decide, how to use** the **goods/items/services** delivered by INGPULS, at its discretion and independently. Unless confirmed in writing by INGPULS that a product has the specific properties and is fitting/suitable for a contractually agreed purpose, any **technical advice** on operation and use **is**, in any case, **non-binding**. Furthermore, INGPULS shall only be liable within the scope of § 8.1 for any advice unrelated to the properties and/or usability of the delivered product, which may or may not have been given.
4. The exclusion of liability pursuant to §§ 8.1 to 8.3 shall accordingly and to the same extent apply for corporate bodies, legal representatives, executives and employees as well as other vicarious agents of INGPULS.
5. All claims for damages and **reimbursement of expenses** against INGPULS shall become **time-barred 12 months** after delivery or acceptance of the goods/services, in the event of tortious liability from the moment the circumstances justifying the claim, or the person liable to pay compensation, either have become known, or have been ignored by gross negligence. This shall not apply in cases of intent, nor shall it apply for the cases specified in § 8.6.
6. The provisions of §§ 8.1 to 8.5 and § 12.7 shall **not be applicable** to cases of **strict liability**, in cases of **liability for injury to life, body or health**, **neither** shall they be applicable in the event that a **quality guarantee** has been given, nor in the event that a defect has been fraudulently concealed.

§ 9 Industrial property rights/copyright/confidentiality, and others

1. All **rights** to patents, industrial designs and design patents, trademarks, equipment and other industrial property rights as well as copyrights for the contractual goods and services **remain with the holder of the rights**. This also applies, in particular, to product names, software, and rights to names and trademarks.
2. The parties herewith undertake to **treat** all commercial and technical **information** which is **not in the public** domain, and which becomes known to them within the framework of their business relationship, **as confidential trade secrets**.
3. Any drawings, tools, software, forms, devices, models, templates, samples and similar **objects** delivered, used or made available **by or for INGPULS** are, and **shall remain, property of INGPULS**. The CUSTOMER is not allowed to **make these objects available to third parties – either physically or in terms of content –** nor to disclose them, use or reproduce them either by themselves or via a third party unless INGPULS expressly consents to this. **At the request** of INGPULS, the CUSTOMER shall **return** these objects **in full** and destroy any copies made if these are no longer needed in the ordinary course of business, or if the negotiations have not resulted in the conclusion of a contract. In the event that the aforementioned

objects are **manufactured for INGPULS, ownership** shall pass to INGPULS **upon manufacturing/production of products**. The **reproduction** of such objects shall only be permitted **within the scope** of operational requirements and pursuant to the provisions of patent laws, trademark laws, copyright laws and **competition laws**.

4. The CUSTOMER's **contractual partners** shall be **obligated accordingly**.
5. The CUSTOMER shall only **advertise the existing business relationship with INGPULS** with INGPULS' **prior written consent**.

§ 10 Data Protection

1. The CUSTOMER acknowledges that INGPULS stores data in connection with the contractual relationship for the purpose of processing these data, and that INGPULS reserves the right to transfer these data to third parties (e.g. insurance companies) **to the extent necessary for the performance** of the contract. In addition, **the provisions of the applicable GDPR (DSGVO) apply**.

§ 11 Conflict of law / third party rights

1. If claims are asserted against the **CUSTOMER** by third parties for direct **infringement of property rights**, including copyrights, based upon goods and/or services by INGPULS, INGPULS shall **indemnify** the CUSTOMER against
 - a. all **claims for damages** recognised or settled against the CUSTOMER, and
 - b. the statutory **court and lawyer's fees**,provided that the following **conditions** are met:

- a. The **CUSTOMER** shall **immediately inform** INGPULS of any claim or warning by third parties, **and** the CUSTOMER did **not previously**
 - i. initiate or **take any defensive action or measures**; and/or
 - ii. hire or instruct a **lawyer**.

This does not apply to immediate measures which must necessarily be initiated before the act of informing INGPULS may take place.

- b. The CUSTOMER shall **inform** INGPULS immediately and **continuously** about the present situation, **and** the CUSTOMER shall in particular immediately provide all **necessary** information and **documents**.
- c. **No one but INGPULS** shall be authorized
 - i. to initiate **defensive measures** and/or
 - ii. to **entrust lawyers** with the implementation of these defensive measures; and/or
 - iii. to **give any statements** in this regard, and/or
 - iv. otherwise conduct any negotiations.

At the request of INGPULS, the CUSTOMER shall appoint a lawyer to represent them at INGPULS' expense.

INGPULS is at liberty to permit the CUSTOMER to take measures of their own to defend themselves against the claims.

2. Any **liability** of INGPULS is excluded if the **infringement** of the third party right **results** from the **modification** of the **contractual item** or a part thereof, if the

contractual item on its own does not **constitute an infringement**. Furthermore, any liability of INGPULS is excluded in the event that the CUSTOMER, having received a warning by a third party, or having had knowledge of a possible infringement of third party rights, has nonetheless continued to use the contractual item/the goods, unless INGPULS has agreed to further acts of use in writing.

3. In the event that it is legally established that any further use of the contractual item will infringe the property rights or copyrights of third parties or, in the opinion of the CUSTOMER, there is a **risk of being sued** for infringement of property rights or copyrights, **INGPULS may, at its own expense** and at its own discretion, either **procure the right for the CUSTOMER** to continue using the contractual item, or to exchange or **modify the contractual item** in a way that the infringement does not exist anymore, or is at least less likely. Such measures shall in no case entitle the CUSTOMER to make claims of any kind against INGPULS.

§ 12 Inspection upon receipt, notification of defects, liability for defects

1. The CUSTOMER, or the responsible person assigned by the CUSTOMER, must **inspect the goods immediately** upon receipt. In the event that a **defect** is discovered, handling and **processing** of the defective goods **must be stopped** immediately. For all obvious defects – including the absence of quality guarantees – notice of defects must be communicated immediately, and in writing; at the latest, within **7 days of receipt** of the goods; in the event of **hidden defects**, notice of defects must be given, at the latest, within **7 days of the discovery** of the relevant defect. If the CUSTOMER fails to carry out the inspection or fails to notify INGPULS in due form and time, the CUSTOMER shall not be entitled to any claims arising from defects. The **date of receipt** by INGPULS determines if the complaint has been lodged on time.
2. For **defects which ought to have been detected** by the CUSTOMER upon thorough acceptance or initial sample inspection, any complaint shall be **excluded** if an **acceptance or initial sample inspection procedure has been agreed upon**.
3. In the event of a **legitimate complaint** INGPULS is obliged **to remedy the defect (subsequent fulfilment)** either by means of delivery of a faultless replacement product or by means of **repair, at its discretion**, whereby the **rejected parts become the property** of INGPULS. INGPULS is entitled to **refuse** a subsequent fulfilment, or to exercise a **right of retention** pursuant to the statutory provisions. The CUSTOMER is obliged to enable INGPULS to effect subsequent fulfilment and to perform all acts of cooperation required for this purpose.
4. INGPULS shall bear the material and labour costs for the rectification. INGPULS shall bear the transport costs for the rectification only if these owing to the different storage location do not exceed the transport costs to the place of delivery.
5. In the event that INGPULS **does not fulfil its obligation to subsequent performance**, the CUSTOMER may, at its discretion, either **withdraw from the contract** or **reduce the price**, after INGPULS has been granted a **reasonable grace period** (unless this is not necessary pursuant to statutory regulation). **In the event of withdrawal from the contract**, the **CUSTOMER shall be liable** for

- deterioration**, destruction, and loss of use; to the extent of customary care standards as well as **all circumstances for which the CUSTOMER is responsible**.
6. Any **further claims for damages and reimbursement of expenses** of the CUSTOMER due to or in connection **with defects** or consequential harm caused by a defect, regardless of their legal basis, shall be recognised **solely to the extent pursuant to § 8**. In these cases, too, INGPULS shall solely be liable for typical and foreseeable damages.
 7. The **warranty obligations** of INGPULS shall **lapse** if the goods and services/the contractual items are not defective, i.e. in particular **if a defect results from improper use**, incorrect or negligent treatment, natural wear and tear or improper interference with the goods and services by either the CUSTOMER or any third party. Furthermore, the **CUSTOMER** shall be **obliged to carry out test trials** and stability tests at its own expense **to verify** that the goods are **suitable** for the intended use; otherwise INGPULS' liability for defects shall lapse.
 8. Warranty claims for defects against INGPULS shall become **time-barred**
 - a. after 6 months at the latest for galvanic surfaces,
 - b. after 5 years for goods and services, which, while used in a normal and standard way, become part of a building and which turn out to be the cause of the defect in the building,
 - c. after **12 months** at the latest for all other **goods and services**following delivery or **acceptance** of the goods/services, respectively; with the exception of the circumstances provided for in § 8.6.
 9. In the event that the end buyer of the goods is a consumer, the statute of limitations for any right of recourse of the CUSTOMER against INGPULS shall be determined by the statutory provisions.

§ 13 Product recall & product safety

1. If the CUSTOMER becomes aware of any **indications** that a **product recall action** might be necessary because of an INGPULS product, the CUSTOMER must **immediately** inform INGPULS of the **reasons** for this **and provide INGPULS with the documents** supporting this perspective. Both parties are obliged to **immediately make a statement** and give their opinion with regard to the indications of a possible recall action. If the parties do not come to a **written agreement** with a view to the necessity, the scope or the cost of a recall action, each of the parties has the right to **set a date** for a joint meeting at short notice which shall be mandatorily attended by each party's representatives authorised to make decisions. If either of the parties does not adhere to this schedule, this party shall not be entitled to claim to the other party that the recall action has been objectively necessary – or not necessary – , unless the other party did not recognise this, either by intention or gross negligence.
2. INGPULS shall provide the CUSTOMER with **all necessary information and any assistance** the CUSTOMER may need in order to **avoid** corresponding **measures and actions** of the authorities – in particular if the CUSTOMER is subject to measures of the market surveillance authorities pursuant to the provisions of the

Product Safety Act.

§ 14 Applicable law, contractual language, place of performance, place of jurisdiction

1. This contract is governed by the **laws** of the **Federal Republic of Germany**.
2. If the CUSTOMER is domiciled outside Germany, the CISG ("UN Sales Convention" on the International Sale of Goods) shall apply, **with** the following **special provisions**:
 - a. **Amendments** to the contract, or cancellation of the contract, must be made **in writing**. This shall also apply to agreements to the effect that the above mentioned written form requirement is abandoned.
 - b. In the event that goods are delivered which do **not conform to the contract** and/or are contrary to the contract, the CUSTOMER shall only be entitled to **cancel the contract or receive a replacement delivery** if **claims for damages** against INGPULS are **excluded**, or in cases when the CUSTOMER may not be reasonably expected to use the goods which do not conform to the contract/are contrary to the contract and then to claim the remainder of the relevant damages. In these cases, **initially**, INGPULS is entitled to **remedy the defect**. If this rectification of the defect fails and/or leads to an **unreasonable delay**, the CUSTOMER shall be entitled to either **withdraw from the contract** or demand a **replacement delivery**, at the CUSTOMER's discretion. The CUSTOMER shall **also** have this right if the **rectification of the defect** would cause an **unreasonable inconvenience**, or if there is any **uncertainty** regarding possible **costs and expenses** which might be incurred by the CUSTOMER.
3. The **contractual language** is **German**.
4. The **place of performance** for deliveries of goods and services as well as the **place of jurisdiction** for all liabilities and disputes arising from the contractual relationship shall be **the place of business of INGPULS**. Optionally, INGPULS also **retains the right to bring a claim before a court** at the CUSTOMER's place of business.

§ 15 Severability

1. Should any provision of these General Terms and Conditions be or become invalid, or should the General Terms and Conditions contain a loophole, the legal validity of the remaining provisions shall not be affected.
2. In place of the invalid provision, a valid provision shall then be deemed to have been agreed upon which in terms of content comes as close as possible to the purpose intended by the parties; the same shall apply in the event of a loophole in these General Terms and Conditions.

§ 16 German version shall prevail

1. These Terms and Conditions shall be interpreted in accordance with German law. If the legal meaning of a translation differs from the German legal meaning, the meaning of the German text shall prevail.

Bochum, 17 December 2020

