

General Terms and Conditions of ISH Ingenieursozietät GmbH, 57223 Kreuztal, Johannespfad 12

1. General Conditions

All deliveries, services, offers, and contracts of ISH Ingenieursozietät GmbH, hereinafter referred to as ISH, are subject to the terms and conditions set forth herein. These terms are deemed accepted upon conclusion of the contract, but no later than upon receipt of goods or services. Amendments or supplements to the contract require written confirmation by ISH. Any conflicting terms and conditions of the customer are explicitly excluded. Any orders or confirmations from the customer referring to their terms and/or purchase conditions are hereby rejected.

2. Offers, Orders

All offers by ISH are non-binding until confirmed in writing. If a price change occurs during the delivery period due to increased material costs or changes in wage and salary tariffs, the parties undertake to promptly negotiate a price adjustment in line with such changes. Minor deviations that do not impair the assured performance characteristics of the contractual object are permissible.

3. Delivery

Delivery agreements require written confirmation. All delivery obligations are subject to ISH's timely receipt of supplies from its suppliers. ISH must provide evidence of appropriate arrangements. In the event of a delay by ISH, the customer may withdraw from the contract after setting a reasonable grace period in writing. This does not apply if, during the development process, unforeseen events occur that could not have been anticipated or sufficiently assessed at the time of order acceptance. The customer may only claim compensation for delay or non-performance if ISH is proven to have acted with intent or gross negligence.

4. Shipping and Transfer of Risk

The risk of payment and performance transfers to the customer upon delivery of the goods to the carrier, freight forwarder, or any other person designated for shipment. The choice of shipping method and route remains with ISH unless otherwise expressly agreed in writing. Shipping and packaging costs are borne by the customer unless otherwise specified in the contract.

5. Payment Terms

All goods and services must be paid for within 30 days of the invoice date, net cash, to ISH's payment office, subject to a credit check. For new customers, negative credit checks, or goods subject to significant depreciation, ISH may require payment upon delivery or cash on delivery. Repairs and consulting services are payable immediately. Checks are only accepted on account of performance and are considered payment only upon their clearance.

For orders exceeding €10,000.00 (including statutory VAT), the following payment terms apply:

- 35% upon order confirmation
- 50% upon delivery
- 15% within 30 days of invoice date

Partial deliveries may be invoiced separately. In the event of payment default, ISH is entitled to charge interest on arrears from the due date at the bank rates charged to ISH, but at least 3% above the discount rate. Interest is payable immediately. If the customer defaults, ISH may withdraw from the contract or claim damages after setting a reasonable grace period. No explicit rejection notice is required. If the customer's financial situation deteriorates significantly, all outstanding claims become immediately due.

6. Retention of Title and Advance Assignment

Delivered goods and services remain the property of ISH until all claims arising from this contract and the entire business relationship are fulfilled. The resale of goods under retention of title requires ISH's written approval and is only permitted in the ordinary course of business under further retention of title. The customer is not entitled to pledge or assign the goods as security. In the event of third-party access to goods under retention of title, the customer shall notify ISH immediately and assert ISH's ownership.

If the customer defaults on payment, including future deliveries or services, or experiences financial insolvency, ISH may reclaim goods under retention of title by entering the customer's premises. The assertion of retention of title does not constitute withdrawal from the contract. For authorized resales, the customer assigns claims arising from such transactions up to the outstanding purchase price to ISH. ISH may revoke the authorization to collect assigned claims for justified reasons. At the request of ISH the customer shall provide information about the assigned claims and their debtors. The assignment can be disclosed at any time. If the value of the securities exceeds the claims of ISH by more than 20%, ISH shall release the excess part of the securities at the customer's request.

7. Warranty (Excluding Software)

For defects in goods and services present at the time of risk transfer, ISH will provide rectification or replacement at its discretion. After multiple failed attempts at rectification or replacement, the customer may reduce payment or, unless it concerns construction work, withdraw from the contract. Warranty claims are non-transferable. The warranty period is 12 months from the delivery date. In the case of installation by ISH, the period begins with operational readiness. If the customer is in default of acceptance or does not fulfil his obligations to cooperate, the warranty period shall commence with the acceptance delay or one month after ISH has

declared readiness for installation, if this has been agreed. The warranty shall lapse if, without written authorization of ISH, the delivery item is modified or used improperly. For devices that are purchased from subcontractors, the warranty shall be limited to the scope of the warranty obligation that exists between ISH and the subcontractor. The warranty is limited only to the direct services. Freight/transport costs and the supplementation of insufficient packaging shall be borne by the customer.

8. Defects

Complaints regarding incomplete or incorrect deliveries, or defects demonstrably arising from circumstances before risk transfer, must be submitted in writing within 14 days of receipt of the goods. Subsequent complaints must be made within 6 months of receipt of the goods. In the event of a justified notification of defects, retention of payment is only permitted in an appropriate and reasonable proportion between the defect and the purchase price. If the commercial transaction is one between merchants, the buyer may only withhold payments only if a notice of defect is asserted, the justification of which is beyond doubt. For the rest, the assertion of justified notices of defects shall not interrupt or suspends the course of the warranty period.

9. Liability for Guaranteed Properties

A warranted characteristic shall only be that which has been expressly agreed as such in writing with an authorised representative of ISH in writing. This shall not apply if, in the course of development events have occurred that were not to be expected when the order was accepted or could not be adequately assessed. If an assurance concerned the contractual conformity of the goods or services, the customer's warranty claims shall be limited to rectification. Cancellation or reduction in accordance with § 8 AGB can only be granted for goods which, at the time of order acceptance, consist of finished products at the time of order acceptance and does not apply to new developments on behalf of the customer.

10. Liability Limitations

For claims for damages arising from positive breach of contract, unauthorised action, organisational culpability, culpa in contrahendo, ISH shall only be liable if it or its vicarious or its vicarious agents are guilty of intent or gross negligence. ISH shall not be liable for indirect damage, consequential damage and loss of profit. Notwithstanding these claims, in the event of damage, the customer shall allow ISH to rectify the damage in order to minimise the damage and to act in accordance with ISH's instructions from a technical point of view. Claims for damages shall be limited to the simple value of the goods at the time of delivery.

11. Software License and Warranty

All exploitation rights to the software created by ISH shall remain with ISH. If the customer acts contrary to these licence conditions, ISH shall be entitled to terminate the licence after unsuccessful warning and demand the return of the software and all parts and copies. The licence shall be deemed granted upon delivery of the software. With the acceptance of the delivery, the software conditions shall be deemed recognised. In the case of third-party software as merchandise, the licence terms of the respective manufacturer shall apply accordingly. The right of use/utilisation is limited according to the actual possibilities of using a book. According to the current state of technology, software is never completely error-free. In the event of significant defects, the instruction to circumvent the effects of the defect shall also be deemed sufficient rectification. ISH assumes no guarantee that the programme functions meet the requirements of the customer or co-operate in the selection made by the customer. According to the current state of technology, uninterrupted or error-free operation or the complete elimination of any errors within the scope of the programme service cannot be guaranteed. Excluded is any warranty for the replacement or loss of data resulting from a software delivery. The customer is obliged to back up his data to back up his data accordingly.

12. Export

All deliveries by ISH are subject to the respective export licences of the Federal Republic of Germany. In principle, the export of goods is not part of the order. Should this be requested by the customer in individual cases, all resulting costs shall be borne by the customer. In all other respects, all parts of ISH and its sub subcontractors are subject to the above-mentioned export regulations. The export is subject to authorisation for the customer and is subject to German foreign trade law, knowledge of which is of which the customer is responsible.

13. Final Provisions

Rights of the customer arising from this contract are not transferable without the consent of ISH. The invalidity of individual provisions shall not affect the validity of the remaining provisions. Ineffective provisions shall be replaced by effective ones.

14. Place of Performance and Jurisdiction

The place of performance is Kreuztal; the place of jurisdiction is Siegen.