

GENERAL TERMS AND CONDITIONS

INNOWATECH GmbH

Alte Kaserne 28, D-72186 Empfingen

1. General

Our general terms and conditions apply exclusively; contradictory or conditions of the purchaser complementing these conditions are not applied with regard to us. This is true even if we do not contradict them explicitly or if we supply the purchaser without reservation and with the knowledge of such conditions of the purchaser. Supplementary or changing collateral agreements are only valid if we have confirmed them in writing.

2. Order and acceptance

(1) Our offers are always non-binding.
(2) We will issue a written confirmation (also invoice or delivery note) on the order within a reasonable time or refuse to accept the order. If the order confirmation is issued under conditions different from those under which the order has been made, the customer's consent is assumed for the contents of the order confirmation, if and as far as he has not objected in writing within two weeks after receipt of the order confirmation.

3. Delivery

(1) For the scope of delivery and other contractual terms our written confirmation is exclusively authoritative. Technical specifications and descriptions of the delivery item in brochures and other printed technical products are binding only if reference is made to them in the order confirmation.

(2) Minor changes to the delivery item in construction, shape and design as well as in the values given in the specification are permitted for technical reasons, if the purpose, the quality and functionality are not compromised thereby.

(3) Deliveries are made from our warehouse for the customer's account, unless otherwise agreed.

(4) Delivery periods and dates are only binding for us if we have confirmed them to be binding in writing. The delivery deadline is met if the delivery item has been dispatched or collected before its expiry. Or, if the delivery is delayed for reasons for which the purchaser is responsible, upon notification of readiness for dispatch within the agreed delivery period. The delivery period starts when all details of the order have been clarified. The observance of the time limit shall imply the completion of the Purchaser's contractual obligations.

(5) Circumstances beyond our control, such as force majeure, industrial action, traffic disruptions and obstructions, lack of transportation, raw materials or supplies, or interruptions of operations of any kind in the own business or those relating to the performance, as well as obstacles by official order that impede delivery, lead to an extension of the agreed delivery period by the time of the persistence of the disorder and a reasonable starting time.

If the customer cannot be expected to accept the goods due to the delay, he can in these cases demand a declaration from us if we want to deliver within a reasonable period or withdraw. If we do not react within a reasonable period, the customer can withdraw from the contract. Partial deliveries are in principle permitted. They are considered an independent transaction.

(6) We are entitled to withdraw from the contract or to demand damages for non-performance, if the purchaser finally refuses acceptance of the goods without being entitled to do so, or refuses to accept the goods within a period of 14 days set to him, or the economic situation or the financial circumstances of the purchaser have subsequently deteriorated to such an extent that a contract settlement is no longer reasonable.

(7) In case of default the purchaser is entitled to withdraw under the legal conditions. Damage claims by the purchaser due to delayed delivery or non-performance due to delay are excluded, unless there is intent or gross negligence on our part or at least negligent breach of contract. The liability for the violation of contractual obligations without gross negligence is limited to the replacement of the typical foreseeable damage.

4. Prices

(1) Prices agreed upon with us are valid if and insofar as the agreed deliveries and services are carried out within a maximum of 4 months, unless the delay after that is in our responsibility. After the expiration of the period we are entitled, at our option, to in addition charge the customer for increased parts and / or labor costs or, if appropriate, to invoice based on a new price list available in the meantime.

(2) Our prices are net prices, they do not include the applicable legal VAT if the delivery takes place on national territory. Our prices are without discount and other deductions.

(3) Our prices are payable upon notice of readiness.

(4) From an order value of more than 5,000 EURO the following payment conditions apply:

Deposit of 50% of the contract value within 14 days after receipt of order confirmation. A total of 90% of the contract value upon delivery. 10% upon installation and complaint-free trial run, the implementation of which the customer is obliged to contribute to at our request immediately. A refusal of the customer to contribute to the trial run establishes the due date on the date of invitation to contribute.

(5) If the customer falls behind with a payment for more than 30 days, we are entitled to declare all claims arising from the business relationship due, even if deferred payment or installment plans were given to recover the total balance. We are entitled to withhold other outstanding deliveries, the obligation to delivery dates as part of the overall business relationship ceases.

(6) The customer is only entitled to a right of retention with regard to counter-claims which have their origin in the same contractual relationship. Offsetting against our compensation claim is allowed to the customer only with undisputed or legally established claims.

(7) Incoming payments are initially settled on the incidental costs, then on interest, then on claims for potential incidental services and finally on the oldest purchase price.

(8) When a term of payment is exceeded, we are entitled, without notice and without further proof, to demand as compensation a default

interest of the outstanding amounts at the rate of up to 5% p.a. above the applicable base rate according to the Discount Rate Transition Act (Diskontsatz-Überleitungsgegesetz), but at least in the amount of 8% p.a. The enforcement of further damages caused by delay remains reserved.

5. Title retention

(1) The goods delivered by us remain our property until full settlement of all our current claims from the business relationship.

(2) The customer is not entitled to resell goods delivered by us before the full payment of goods, unless he has revealed himself to us as a reseller prior to the conclusion of contract. Anyway, in the event of resale the customer hereby assigns the purchase price claim towards his buyers to us. He is at any time obliged to provide information and evidence regarding resale and claims acquired hereby to us. We accept this assignment.

(3) If the reserved goods are connected with other goods not belonging to us to such extent that they become an integral part of a new item, then we are to be regarded as a manufacturer of the new thing in relation to the customer and acquire a title to the manufactured item, but at least co-ownership based on the value share of the processed reserved goods.

(4) The customer is obliged to treat the reserved goods with care, to properly store them and insure them adequately against fire, theft, water damage and vandalism. At the time of a claim he shall already today assign the entitlement to the insurance benefit in the amount of the outstanding total claim in our favor to us, the assignment of which we accept hereby. He is obliged to prove adequate insurance against such risks upon request at any time.

(5) If reserved goods delivered by the customer are sold after processing, then the extended title retention of the claims against his buyer that we are entitled to continues in the amount of the value share of our reserved goods in the newly created item.

(6) Until our notice of revocation, the purchaser is authorized to collect the receivables from the resale. At our request, the purchaser must notify us of the debtors and the assigned receivables, provide the information required to assert our rights against the debtor, hand over the documentation and inform the debtors of the assignment.

(7) If payment by the purchaser is made to a common paying agent which shall pay the purchase price to us, the title retention with its preceding and following embodiments remains existent until the purchase price has been completely forwarded to us. The payment to us is only completed with exempting effect if the full amount has been received by us. If insolvency proceedings are applied for against the assets of the paying agent, outstanding claims against the purchaser are to be compensated directly to us, irrespective of whether the insolvency proceedings have been opened or not opened or canceled due to lack of assets.

(8) If the value of the securities granted to us exceeds our claims by more than 20%, we are committed to transfer back and release of securities at our discretion at the purchaser's request. Upon full payment of all our claims from the business relationship also the assigned claims are transferred to the purchaser in addition to our ownership of the reserved goods.

(9) Should the purchaser default in payment or fail to fulfill other substantial contractual obligations, we can demand the return of the reserved goods and subsequently utilize them. The purchaser must accept removal and grant us access to his premises for this purpose. This does not constitute a withdrawal from the contract. The purchaser is liable for the difference between purchase price and sales proceeds.

6. Packaging and shipping

(1) As far as the packaging is not provided by us, the purchaser bears the cost of packaging. Packaging is charged at cost price and is not taken back by us, unless negotiated otherwise by law. In the latter case it is to be delivered back to us by the customer free of charge.

7. Transfer of risk, insurance

(1) The risk is transferred to the purchaser when the goods leave our warehouse. All shipments, including any returns, are at the risk of the purchaser, unless otherwise agreed.

(2) If the goods are ready for shipment and the acceptance or shipment is delayed for reasons for which we are not responsible, the risk shall pass to the purchaser upon notification of readiness for shipment.

(3) Unless agreed otherwise, we insure all shipments against transport damages. Transport damages must be reported to us immediately after receiving the shipment. We reserve the right to reclaim the defective parts free stock Empfingen.

8. Complaints and warranty

(1) The warranty claims of the purchaser due to material defects presuppose that he has properly fulfilled the obligations of examination and reproof according to § 377 HGB. Complaints will only be considered if they are lodged in writing, transmitting documents, samples, packing slips and including the invoice number, invoice date, and the signings on the packages. Rejected goods may only be returned with our express consent. The notification of defects that are recognizable with careful examination has to take place within ten days of receipt of goods. If the deficiencies are not recognizable upon inspection, the complaint must be made immediately after discovery, but no later than one month after receipt of the goods.

(2) The acceptance of goods by freight forwarders or carriers is valid as proof for proper packaging until proven otherwise.

(3) In case of justified complaints the purchaser is only entitled to a replacement delivery of a defect-free item. In case of failed replacement delivery according to § 440 sentence 2 BGB, the purchaser has the choice between reduction (reduction of the purchase price) and cancellation (cancellation of the contract). Claims for damages are excluded.

(4) Our application-technical consultation in speech and writing is not binding - also with regard to any third party's property rights - and

does not free the purchaser from own tests of our products for their suitability for the intended processes and purposes. Use and processing of the products are beyond our control and therefore entirely the purchaser's responsibility.

(5) The above claims are valid for 6 months according to the warranty for business premises, starting from the date of installation.

9. Liability

(1) As far as otherwise indicated below, any claims further than the ones of the customer referred to in the foregoing clauses - for whatever legal reasons - are excluded. We are therefore not liable for damages that have not occurred to the delivery item itself, in particular we are not liable for lost profits or other financial damages of the purchaser. The aforementioned release from liability does not apply if the damage was caused by intent or gross negligence. It also does not apply if the purchaser can claim damages for non-performance due to the lack of an assured property. It does finally not apply if we culpably violate an essential contractual obligation. The liability clause shall not apply to an injury to life, limb or health that we cause through negligence.

(2) Our obligation to pay compensation for property damage and / or personal injury is limited to the compensation of our liability insurance. We are willing to grant the purchaser insight into our insurance policy at his request.

(3) Our liability is in any case limited to the foreseeable damage.

(4) Insofar as our liability for damages according to the above paragraphs 1-3 is excluded or limited, this also applies for all claims based on culpa in contrahendo, breach of collateral duties, claims from manufacturer's liability according to § 823 BGB as well as other bases for claims. The above provision does not apply to non-waivable statutory claims such as those based on the Product Liability Act.

(5) Insofar as our liability is excluded or limited, this also applies to the personal liability of our employees, associates, representatives and agents.

10. Property rights and patents

(1) The customer is obliged to respect the patents and property rights employed within our production and technology, and to neither himself recreate our facilities as well as their details and accessories nor to make it available to a third party for copy.

11. Final provisions

(1) The place of performance for all obligations arising from contracts concluded with us and for all resulting disputes is D-72186 Empfingen.

(2) German law applies exclusively to all contracts concluded with us.

(3) Should any of the above provisions be or become ineffective, the remaining conditions remain unaffected.

As of 06/2015