

IN-projects GmbH general terms and conditions

-- referred to hereinafter as IN-projects --

1. Validity

1. Only the conditions listed below apply for the sale and supply of IN-projects products and services. IN-projects is not obligated to adhere to the purchasing conditions of the customer, even if these are not opposed by IN-projects. Amendments to the general terms and conditions only come into effect when they have been agreed in writing and this agreement clearly shows which terms have been amended. If there is any doubt, an amendment to the general terms and conditions will not be implemented. These terms and conditions shall also apply to future contracts, even if they are not expressly agreed upon again.

2. Proposal and contract conclusion

1. Offers are always non-binding unless IN-projects has expressly made a written statement of the conditions. Contract conclusions and other agreements are only binding when IN-projects provides confirmation in writing. If the customer or the commercial representative reach subsidiary agreements or provide assurances verbally which are not part of the written purchasing contract, these agreements or assurances must always be confirmed by IN-projects in writing.

2. Descriptions, drawings or images of products we sell as well as price lists, printed materials, catalogues or media are produced to the best of our knowledge. The details contained therein are not binding unless certain features are expressly described in writing as being binding. In this case, IN-projects exercises the copyright and the property right. It is not permitted to circulate and duplicate these documents unless an agreement has expressly been reached in writing. IN-projects reserves the right to recover damages for infringements. If deliveries are made on the basis of drawings or other data supplied by the buyer and property rights of third parties are infringed upon for this purpose, the buyer must indemnify us against all claims by the property rights holder. The buyer is obligated to make an advance payment to IN-projects if required for any processing costs.

3. The prices quoted by IN-projects are Euro prices. These prices apply along with the VAT applicable at the time of invoicing at the relevant statutory rate. The prices of IN-projects are based on the current calculation factors. If changes are made to costs e.g. wages, materials, exchange rate fluctuations etc., IN-projects is entitled to amend the price accordingly. When price amendments are announced, all previously established prices are no longer valid.

4. The customer has to immediately submit confirmation of delivery arrival in the case of intra-community deliveries and extra-community deliveries made abroad. If the customer is unable to submit this confirmation of delivery arrival, the customer will be obligated to pay the statutory VAT payable on the value of the product.

3. Supply

1. Delivery dates and delivery deadlines are only binding if they are confirmed as binding in writing by IN-projects. Default on performance does not occur before all details regarding the execution of the delivery have been clarified. If amendments to the contract are agreed upon retrospectively, the delivery date has to be agreed upon again. In the case of force majeure or other unforeseen events, such as an energy or raw material shortage, a strike or lock-out, delay or non-arrival of deliveries, etc., there will not be a default of delivery. Under these circumstances, the customer is entitled to withdraw from the contract if the delivery date is exceeded by more than 2 months.

2. The customer can only make a claim for damages against IN-projects, if IN-projects is guilty of wrongful intent or gross negligence. IN-projects is entitled to a reasonable extent to make partial deliveries. Any additional claims, in particular any claims for compensation, are not accepted.

3. The delivery deadline shall be appropriately extended, even in the case of default, in the event of force majeure, acts of authorities and all unforeseeable hindrances occurring after the conclusion of the contract which IN-projects is not responsible for, insofar as such hindrances have a significant effect on the delivery of the item sold. This also applies in instances where these circumstances arise with IN-projects suppliers and their sub-contractors. IN-projects reports the commencement and termination of such hindrances to the customer as soon as possible. The customer can request a declaration from IN-projects as to whether the company wants to withdraw from the contract or wants to make the delivery within a reasonable period of time. If IN-projects does not state its intention within a reasonable period of time, the customer has the option of withdrawing from the contract. Delivery deadlines shall be extended by the period that the customer is in default with its obligations in the scope of a current business relationship and from other contracts.

4. Defect complaint

1. Complaints regarding incomplete or incorrect deliveries must be made immediately in writing within a period of 8 working days after the arrival of the product at the specified destination.
2. Claims for apparent defects can only be submitted within 14 days. If a defect is detected, the preparation and processing of products must be brought to an end immediately. The date of delivery at the destination and the date of receipt of the complaint letter are decisive for the time limit mentioned above.
3. If the company is not informed of the defects immediately in writing, all rights under this warranty will expire.
4. Claims for damages become invalid after 6 months at the latest following the transfer of risk, while all other claims become invalid after one year unless shorter statutory periods of limitation have been stipulated by law.
5. As the sales item is usually a complex technical product, it is assumed that the customer knows everything about it. Incompatibilities with similar components and equipment from other manufacturers already used are therefore no reason for defect complaints. Aside from the data sheet made available by the manufacturer, IN-projects is not obligated to provide any information on the sales item, even if IN-projects has done so under exceptional circumstances with previous purchasing contracts.

5. Guarantee

1. In the case of justified complaints, IN-projects has the choice of either offering to repair the product or to provide a replacement.
2. If IN-projects lets an appropriate extension it has set elapse without fixing the damage the product has, the customer will be entitled to choose between cancelling the contract (conversion) and a reduction of the purchase price (decrease).
3. The liability for the consequences arising does not include an improper change or repair works carried out by the customer or third parties.
4. Further claims made by the customer are precluded; particularly compensation claims for extensive damage which was not caused to the delivery item itself and to some extent conflicts with third party rights.

6. Payment conditions

1. The invoices of IN-projects are always due on the date of issue and are payable within 30 days of the invoice date at the latest without any deduction. If the delivery is required on open account (destination), it is necessary to let IN-projects carry out a credit check. If the customer does not meet his payment obligations or circumstances have arisen that make it necessary to check the customer's credit rating, all outstanding claims will immediately be due.
2. If a customer defaults on payment, IN-projects will however be entitled to default interest amounting to the bank lending rates calculated by IN-projects and at least 8 percentage points above the basic interest rate. Furthermore, all claims to IN-projects are due immediately regardless of any extensions granted. In addition, IN-projects is entitled to refuse to perform the contract either partially or in its entirety until the customer performs the service in return.

The offsetting with counterclaims or the assertion of rights of retention are only allowable if the claims made by the customer are acknowledged in writing and are recognised as being legally binding. The customer is not allowed to exercise any right of retention in connection with other or former transactions forming part of the current business relationship. IN-projects is entitled to offset claims with counterclaims at any time.

If it has become evident after the conclusion of the contract that the claim made by IN-projects for payment is being jeopardised due to the customer's inability to pay, IN-projects is entitled to refuse performance of its services and to set the buyer a deadline by which payment shall be a concurrent condition of delivery or by way of security. In the event that payment deadline expires without any action being taken, IN-projects is entitled to withdraw from the contract and request compensation. A deadline is not necessary if the customer seriously and ultimately refuses the service or in the case of particular circumstances which justify the immediate withdrawal of IN-projects from the contract while taking the interests of both parties into consideration.

7. Retention of ownership

1. The ownership shall be transferred to the customer if he has paid off all his debts from the business relationship. This also applies when the purchase price has been paid for certain product deliveries designated by IN-projects. In the case of current accounts, the retained property is regarded as security for the offset balance. If bills of exchange or cheques are given in payment, they only count as payment when they have been cashed. If

the customer defaults on payment or does not otherwise meet his obligations arising from the reservation of ownership, IN-projects can request the surrender of the sales item. Unless the instalment purchase law applies, the withdrawal of products and the seizure of reserved products by IN-projects shall only be regarded as a withdrawal from the contract if IN-projects expressly declares this to be the case in writing. In the event of seizures or other interventions by third parties, the customer must inform IN-projects of this in writing by sending us a report on the seizure.

2. The customer is entitled to resell the product in the ordinary course of business. However, only under the precondition, that the claim from the resale is transferred to IN-projects as follows: The customer assigns all claims against the buyer or third party with all subsidiary rights resulting from the resale to IN-projects, irrespective of whether the reserved product is sold on before or after processing. The customer is authorised to collect these claims even after the assignment. The authority of IN-projects to collect the claim itself remains unaffected. IN-projects undertakes not to collect the claim provided that the customer meets his payment obligations legitimately. IN-projects is entitled to request that the customer informs it of the assigned claim and its debtors and gives us all the information required for the collection of the claim, surrenders the relevant documents and notifies its debtors of the assignment. If the product is resold along with other products that do not belong to IN-projects, the customer's claim to the buyer amounting to the price agreed between IN-projects and the customer comes into effect.

3. It is only possible to assign claims against IN-projects with the express written approval of IN-projects.

8. Returns

1. IN-projects' general terms and conditions for returns shall apply. All products that have been returned after receiving approval from IN-projects are transported at the risk and cost of the sender. The products sent must reach IN-projects free of all shipping and transport insurance costs as well as any additional charges. Any returns that are delivered carriage forward or even using the cash on delivery service will not be accepted. Any products that are wrongfully sent back to IN-projects will be sent back to the customer again and will incur a processing fee of 10% of the product value. However, this will be a minimum fee of €20.00.

2. Returns will only be processed when they are sent to IN-projects along with a filled out claims and returns form and a copy of the invoice or delivery note. Incorrect orders must be returned in the original packaging.

9. General liability terms

1. Claims for damages by the customer from culpability arising upon concluding a contract, breaches of contractual subsidiary obligations and illicit acts are not permitted unless they are based on intent or gross negligence committed by IN-projects or one of its agents. These claims are invalid half a year after the customer has received the product, if it is possible for the customer to immediately recognise the damage.

IN-projects is not liable for an inconsequential negligent violation of minor contractual obligations.

In the case of IN-projects being liable for consequential harm caused by a defect, i.e. damages to other objects other than the product supplied, IN-projects does not accept liability for loss or comparable and indirect consequential damages except in the event of intent and gross negligence.

10. Place of performance and venue, applicable law

1. If the customer is a merchant, a legal entity under public law or a special fund under public law, the place of performance and venue for deliveries and payments (including actions on a check or bill) and all disputes arising between parties is the headquarters of IN-projects. However, IN-projects is free to elect for the court to have jurisdiction at the customer's place of business.

2. German law shall apply exclusively with the exclusion of UN purchasing law.

3. In the event that individual provisions of the aforementioned "General Terms and Conditions" of IN-projects are invalid under the contrary legal provisions or differing legislation, an agreement will be reached with the customer that the validity of the remaining provisions in their entirety shall not be affected. In fact, the invalid provision is to be interpreted such that its economic purpose can be achieved as far as possible subject to the statutory provisions.