

General Terms and Conditions

of ILE Industrie Lackierung Eisenbart GmbH

I. Applicability of Our General Terms and Conditions (GTC)

Our Terms and Conditions apply exclusively to business transactions with entrepreneurs, legal entities under public law, and special funds under public law. We do not recognize any terms and conditions of the customer that conflict with or deviate from our Terms and Conditions unless we have expressly agreed to their validity in writing.

Our Terms and Conditions shall also apply if, with knowledge of conflicting or deviating terms of the customer, we perform the service without reservation. They shall also apply to all future services, even if not separately agreed again.

All agreements made between us and the customer for the purpose of executing this contract are set out in writing in this contract. Verbal agreements made prior to conclusion of the contract are replaced by the written contract. We provide the specifically specified service subject to the conditions printed below.

II. Offer, Offer Documents, Conclusion of Contract

1. Our offers are non-binding.
2. If the customer requests a binding price quotation, this requires a written and specified offer that is designated as binding. We are bound by such offer for four weeks unless a shorter binding period has been agreed.
3. Only the Managing Director and authorized signatory (Prokurist) are authorized to submit offers and conclude contracts, including amendments, even if made verbally.
4. To comply with the written form requirement, telecommunication transmission is sufficient, in particular by fax or email, provided that a copy of the signed declaration is transmitted.
5. Information provided by us regarding the subject matter of the service (e.g. weights, dimensions, performance values, load capacity, tolerances and technical data) as well as representations thereof (e.g. drawings and illustrations) are only approximate unless exact conformity is required for the intended contractual purpose.
6. Such information does not constitute guaranteed characteristics but rather descriptions or designations of the service. Customary deviations and deviations due to legal regulations or technical improvements, as well as the replacement of materials with equivalent parts, are permissible provided that usability for the intended contractual purpose is not impaired.
7. We retain ownership or copyright of all offers and cost estimates as well as drawings, illustrations, calculations, brochures, catalogs, models, tools and other documents and aids provided to the customer. The customer may not make these items or their

contents accessible to third parties, disclose, use or reproduce them without our express consent. Upon our request, they must be returned to us in full and any copies destroyed if no longer required in the ordinary course of business or if negotiations do not result in the conclusion of a contract. The exception to this is the storage of electronically provided data for customary backup purposes.

III. Prices and Terms of Payment

1. Our prices apply to the scope of services listed in the order confirmations. Additional or special services will be charged separately. Prices are stated in EURO ex works plus packaging, statutory VAT and, in the case of export deliveries, customs duties, fees and other public charges.
 2. We reserve the right to change our prices if, at the earliest four months after conclusion of the contract, significant cost increases or decreases occur, particularly due to price developments beyond our control (e.g. transport costs, material or production costs, including those of our suppliers). We will provide evidence of such changes upon request.
 3. Discounts or rebates apply only if agreed in writing.
 4. Upon delivery or acceptance of the subject matter of the order and handover of the invoice, the agreed price shall be due for payment immediately. Deviating arrangements must be agreed in writing.
 5. Checks and bills of exchange are accepted only on account of performance; discount and charges shall be borne by the customer.
 6. The customer may only offset counterclaims if such claims have been legally established, are undisputed or have been acknowledged by us in writing. The customer may exercise a right of retention only insofar as the counterclaim arises from the same contractual relationship.
 7. We are entitled to perform outstanding services only against advance payment or security if, after conclusion of the contract, circumstances become known that significantly reduce the customer's creditworthiness and jeopardize payment of our outstanding claims arising from the respective contractual relationship (including other individual orders under the same framework agreement).
 8. If a justified notice of defects is asserted, the customer may withhold payments only to an extent reasonably proportionate to the defects that have occurred.
-

IV. Delivery, Completion, Acceptance and Performance

1. Our completion dates are generally approximate and non-binding. They are binding only if expressly designated as such in writing. The commencement of any delivery or completion period stated by us requires clarification of all technical issues. If shipment has been agreed, delivery periods and dates refer to the time of handover to the freight forwarder, carrier or other third party commissioned with transport.

If the scope of the order changes or is expanded compared to the original order, we shall promptly notify the customer of a new completion date, stating the reasons.

2. Events of force majeure such as storm, fire, flooding or other environmental damage, operational disruptions at our premises or those of our suppliers (e.g. due to energy shortages, delays in delivery of essential components or materials, import difficulties, operational or traffic disruptions, strikes, lockouts), which temporarily prevent us from performing through no fault of our own, shall extend the agreed deadlines by the duration of the disruption. We shall inform the customer without delay upon becoming aware of such events. If performance is not possible even after a reasonable extension, both parties shall be entitled to withdraw from the contract. Claims for damages by the customer are excluded.
 3. If the customer requests collection and delivery of the order item, this shall be at the customer's expense and risk.
 4. Acceptance of services shall take place at our premises unless otherwise agreed.
 5. The customer is obliged to collect the order item within one week after receipt of notification of completion. For work performed within one working day, the collection period is reduced to two working days.
 6. In the event of delay in acceptance, we may charge customary storage fees. The order item may also be stored elsewhere at our discretion. Costs and risks of storage shall be borne entirely by the customer.
 7. We are entitled to partial performance if the partial performance is usable for the contractual purpose, completion of the remaining work is ensured, and no significant additional expense arises for the customer.
 8. If we are in default or performance becomes impossible for any reason, our liability for damages shall be limited in accordance with Section VI.
-

V. Warranty, Defects

1. The warranty period is one year from acceptance. This does not apply to claims for damages arising from injury to life, body or health or from intentional or grossly negligent breach of duty by us or our agents, which are subject to statutory limitation periods.
 2. Services must be inspected immediately upon delivery. Obvious defects are deemed approved if no written notice is received within seven working days. Hidden defects must be notified within seven working days after becoming apparent; if recognizable earlier under normal use, that earlier date is decisive.
 3. In the event of justified notice of defects, we shall bear only the costs of the most economical shipping route unless the item is located elsewhere than the intended place of use.
 4. In the case of material defects, we are entitled and obliged to remedy the defect. If subsequent performance fails, the customer may reduce the remuneration appropriately.
 5. If a defect is due to fault, the customer may claim damages under Section VI.
-

VI. Total Liability

Our liability, regardless of legal grounds, is limited in cases of simple negligence and otherwise as described, particularly to foreseeable damages. In cases of simple negligence,

liability for property damage and resulting financial losses is limited to EUR ##### per claim (corresponding to our current insurance coverage).

The limitations do not apply to intent, guaranteed characteristics, injury to life, body or health, or liability under the German Product Liability Act.

VII. Retention of Title

We retain title to installed parts, accessories and materials until full and final payment of all claims arising from the business relationship.

VIII. Extended Lien

We are entitled to a contractual lien on items that have come into our possession due to the order, also for claims from previous services if related to the order item.

IX. Place of Jurisdiction, Miscellaneous

1. The law of the Federal Republic of Germany shall apply exclusively.
 2. Exclusive place of jurisdiction is our registered office.
 3. Any contractual gaps shall be filled by provisions that reflect the economic intent of the parties.
-

Notice:

We store data from the contractual relationship pursuant to Section 28 of the German Federal Data Protection Act for data processing purposes and reserve the right to transfer such data to third parties (e.g. insurance companies) where necessary for contract performance.