

General Terms and Conditions of Sale and Delivery for Web Shop Orders

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I. General provisions

1. All deliveries and services of INGUN Prüfmittelbau GmbH – hereinafter referred to as “INGUN” – initiated via the INGUN web shop shall be made exclusively on the basis of these General Terms and Conditions of Sale and Delivery. They form an integral part of all contracts that INGUN concludes with its customer – hereinafter referred to as the “Buyer” – in relation to the goods and services offered by INGUN. These Terms and Conditions shall apply for all future deliveries and services to the Buyer, even if they are not explicitly agreed to again.

2. Terms and conditions of the Buyer or third parties shall not apply, even if INGUN does not separately object to their validity in individual cases. Even if INGUN makes reference to a letter from the Buyer that includes or refers to the terms and conditions of the Buyer or a third party, this does not constitute acceptance of the validity of said terms and conditions.

II. Offers and conclusion of contracts

1. All offers made are subject to change and nonbinding, unless they have been expressly designated as binding or they include a specified term of acceptance.

2. The Buyer can select products from the range provided in the web shop, in particular test probes and other items related to fixtures, and place them in a ‘shopping basket’ using the “Add to basket” button. Using the “Order subject to payment” button, the Buyer provides a binding offer to purchase the goods in the basket. The Buyer can change and view the data at any time before sending the order. The offer can, however, only be submitted and transmitted if the Buyer accepts these contractual terms and has thereby included them into their order by clicking on the “Accept GTCs” button.

3. INGUN then sends the Customer an automatic acknowledgement of receipt by email, in which the order is listed again. The automatic acknowledgement of receipt solely documents receipt by INGUN of the Buyer’s order and does not yet represent acceptance of the order. The contract comes into effect only upon declaration of acceptance by INGUN, which is sent in a separate email (order confirmation). In this email or in a separate email, but, at the latest, upon delivery of the goods, we send the contractual text (consisting of the order, GTCs and order confirmation) to the Customer with a durable medium (e.g. by email) (order confirmation). The contractual text is stored whilst safeguarding data protection.

4. The Buyer must check the order confirmation immediately. Any discrepancies between the order and the order confirmation shall be reported to INGUN immediately and resolved by mutual agreement. Otherwise, the content

of the order confirmation shall be deemed to be contractually agreed.

5. The delivery of the ordered goods or the execution of the commissioned service shall also be deemed as acceptance of an order.

6. Individual agreements made in individual cases (including supplements, amendments and collateral agreements) shall take precedence over these Terms and Conditions of Sale. Subject to proof to the contrary, a written contract or our written confirmation is decisive for the content of such agreements.

7. Information provided by INGUN on the object of the delivery and service (weights, dimensions, utility values, load capacity, tolerances and other technical data) as well as drawings and illustrations attached to the offer are only approximations unless usability for the contractually intended purpose requires exact conformity. They are not guaranteed characteristics, but descriptions or characterisations of the delivery and service. Deviations that are customary in the trade and deviations that occur due to legal regulations or represent technical improvements, as well as the replacement of components with equivalent parts, are permissible insofar as they do not impair usability for the contractually intended purpose.

III. Delivery, availability of goods

1. The expected delivery times are normally indicated by INGUN in the order confirmation and calculated from the time point of order confirmation, subject to prior payment having been made.

2. If, at the time of order by the Buyer, the Buyer’s choice of product is unavailable, INGUN shall notify the Buyer of this immediately in the order confirmation. Where the product cannot be supplied in the longer term, INGUN shall refrain from acceptance. No contract shall arise in such circumstances.

IV. Contribution/cooperation by the Buyer

1. If an action is required from the Buyer for the provision of the service, the Buyer shall – unless otherwise agreed – provide INGUN with all objects, data, documents, drawings, information and the like required for the provision of the service at its own expense and risk.

2. If the Buyer defaults in whole or in part on the provision or fulfilment of actions for cooperation and if this results in additional expenses for INGUN, the Buyer shall bear all necessary additional costs in full.

V. Prices and payment

1. The prices quoted apply for the scope of performance

and delivery specified in the order confirmations. Additional or special services will be invoiced separately. Prices are quoted in EURO plus VAT at the relevant statutory rate. They do not include packaging, freight and shipping costs or, in the case of export deliveries, customs duties, fees and other public charges.

2. Any additional costs incurred, such as costs for packaging, freight, shipping costs, customs duties, fees and other public charges, shall be indicated to the Buyer – insofar as possible – in the order form and shall be borne by the Buyer.

3. The Buyer can make the payment either by bank transfer after invoicing or directly via the “Stripe” payment service.

If a payment method offered via the “Stripe” payment service is selected, the payment is processed via the payment service provider Stripe Payments Europe Ltd, 1 Grand Canal Street Lower, Grand Canal Dock, Dublin, Ireland (hereinafter “Stripe”). Further information on Stripe can be found on the Internet at <https://stripe.com/de>.

4. The individual payment methods offered via Stripe are communicated to the Buyer in the seller’s online shop:

- Credit card:

When paying by credit card, INGUN assigns its payment claims to Stripe. Stripe collects the amount directly from the Buyer’s credit card account. If the claim is assigned, the payment can only be made to Stripe and is therefore given in discharge of obligations. The credit card will be charged immediately after the order has been sent in the online shop. INGUN remains responsible for general customer enquiries, e.g. regarding products, delivery time, shipping, returns, complaints, cancellation notices and returns or credit notes, even if credit card payment via Stripe is selected.

5. The customer can change the payment method saved in their user account at any time.

6. If the Buyer is in default, INGUN shall be entitled to charge interest in the amount of 9% above the base interest rate per year. The assertion of further damages in the event of default remains unaffected.

7. The Buyer is only entitled to set-off counterclaims or to withhold payments due to such claims if the counterclaims are undisputed or have been legally established or arise from the same order under which the delivery or service in question was made.

VI. Delivery and delivery period

1. Deliveries within the EU (including DE) are CPT (Carriage Paid To) destination address with freight clearing. Deliveries outside the EU are FCA (free carrier) Constance. Unless otherwise agreed, the stated terms of delivery shall apply.

2. Delivery dates and periods indicated by INGUN are always only approximate, unless a fixed date or period has been expressly promised or agreed. Insofar as shipment has been agreed upon, delivery times and deadlines refer to the time of handover of the goods to the forwarder, carrier, or other third party assigned to transport the goods.

3. INGUN is not liable for impossibility of delivery or delays in delivery, to the extent that these are caused by force majeure (e.g. natural disasters, war, riots) or other events unforeseeable at the time of contract conclusion for which we are not responsible (operational disruptions of all kinds, disruptions in the procurement of materials or energy, transportation delays, strikes, lawful lockouts, shortage of labour, energy or raw materials, difficulties with obtaining official permits, administrative measures or no delivery, incorrect delivery or untimely delivery by suppliers) for which INGUN is not responsible.

4. Insofar as such events make delivery or performance significantly more difficult or impossible for INGUN, and the impairment is not merely temporary, INGUN is entitled to withdraw from the contract. In the event of hindrances of a temporary nature, the delivery and performance deadlines shall be extended by the duration of the hindrance plus an appropriate grace period. Where the Buyer can no longer reasonably accept the delivery and performance as a result of the delay, it can withdraw from the contract by written notification. The withdrawal must be declared immediately.

5. Should INGUN default on any delivery or other performance or should any delivery or performance become impossible for INGUN for any reason whatsoever, the liability of INGUN for damages shall be limited in accordance with Section IX of the present Terms and Conditions.

VII. Place of fulfilment, transfer of risk for mail-order purchases, acceptance

1. The place of performance for all obligations under this contractual relationship is INGUN headquarters, unless otherwise agreed. If INGUN is also responsible for the installation or assembly of the delivered goods, the place of fulfilment shall be the place where the installation or assembly is to be carried out.

2. The risk of accidental loss or accidental deterioration shall pass to the Buyer at the latest upon handover of the delivery item (the end of the loading process shall be decisive) to the forwarding agent, carrier or other third party appointed to carry out the shipment. This also applies where we make partial deliveries or INGUN has assumed other services (shipment or installation). Where dispatch or handover is delayed due to circumstances whose cause lies with the Buyer, risk transfers to the Buyer on the date on which the delivery item is ready for shipping and INGUN notifies the Buyer that the item is ready for shipping.

3. Storage costs after the transfer of risk shall be borne by the Buyer. In case of storage by INGUN, the storage costs shall amount to 0.25% of the invoice amount of the delivery items to be stored per expired week. The right to

assert and evidence higher or lower storage costs remains reserved.

4. If the delivery item is dispatched at the request of the Buyer, it shall only be insured by INGUN against theft, fire, water, transport and breakage damage or other risks at the express request of the Buyer and at its expense.

VIII. Returns

1. If, in individual cases, standard items are returned with the consent of INGUN, the Buyer shall bear the return costs. INGUN shall charge the Buyer 20% of the value of the returned goods, but at least EUR 50.00, for the processing of the returned goods. INGUN reserves the right to prove higher expenses. The Buyer is expressly permitted to prove that INGUN did not incur any expenses at all due to the return of goods or that these expenses are significantly lower than the lump sum.

2. The Buyer's remaining credit will normally be credited to their Buyer account. If payment is made via the "Stripe" payment service, a refund can also be made via "Stripe". Fees may be incurred in this case.

IX. Retention of title

1. The delivered goods remain the property of INGUN until payment in full. The goods subject to retention of title are hereinafter referred to as "reserved goods".

2. The Buyer is entitled to resell and process the reserved goods in the ordinary course of business. The authorisation shall expire upon the occurrence of an enforcement event within the meaning of Section IX No. 7. Pledges and transfers by way of security are not permitted.

3. The Buyer hereby assigns to INGUN its claims from resale or other claims which take the place of the reserved goods or otherwise arise with regard to the reserved goods. INGUN accepts the transfer. The Buyer shall be entitled to collect the claim from the resale as long as it fulfils its obligations towards INGUN.

4. In the event of default of payment, the Buyer shall be obliged, at request by INGUN, to provide INGUN with the information necessary to collect the claim and to disclose the assignment to its debtor.

5. If the reserved goods are processed by the Buyer, it is agreed that the processing is carried out in the name and for the account of INGUN as the manufacturer and INGUN directly acquires ownership or co-ownership (fractional ownership) – if processing is carried out from materials of several owners or the value of the processed item is higher than the value of the reserved goods – of the newly produced item proportionately to the ratio of the value of the reserved goods (net invoice value) to the value of the newly created item. In the event that no such acquisition of ownership should occur at INGUN, the Buyer hereby transfers its future ownership or co-ownership (in the above-mentioned ratio) of the newly created item to INGUN as security. If the reserved goods are combined or

inseparably combined with other items to form a single item, and if one of the other items is to be regarded as the main item, INGUN shall transfer co-ownership of the single item to the Buyer at the ratio specified in sentence 1, insofar as the main item belongs to INGUN.

6. If third parties access the reserved goods, in particular by seizure, the Buyer shall inform INGUN thereof and immediately inform the third party of ownership by INGUN.

7. If INGUN withdraws from the contract in the event of a breach of contract by the Customer – in particular default of payment – (enforcement event), INGUN shall be entitled to demand the return of the reserved goods.

X. Intellectual property

Unless otherwise expressly agreed, all intellectual property rights, in particular to products, work results, technical documentation, copyrighted documents, know-how and inventions, that arise within the scope of the order or which already existed prior to the conclusion of the order, are and shall remain the property of INGUN. This shall also apply if the work results were created based on the client's specifications. Subject to proof to the contrary, a written contract or our written confirmation is decisive for the content of deviating individual agreements.

XI. Warranty

1. The warranty period is 1 year from delivery or, if acceptance is required, from acceptance. The limitation period shall not apply to claims by the Contractor in respect of injury to life, health or limb or as a result of the wilful or grossly negligent violation of contractual obligations by INGUN or its agents, which become time-barred according to the statutory regulations.

2. INGUN provides a warranty for material defects or defects of title according to statutory provisions, unless otherwise stipulated.

3. If there are material faults in the goods supplied, INGUN shall be obliged and entitled to choose whether to repair or replace the goods within a period it deems appropriate. In the event of failure, i.e. if repair or a replacement delivery are impossible, unreasonable, refused or unreasonably delayed, the Buyer may withdraw from the contract or reduce the purchase price appropriately.

4. The warranty shall not apply if the Buyer modifies the delivery item or has it modified by third parties without the consent of INGUN and this makes it impossible or unreasonably difficult to remedy the defect. In any case, the Buyer shall bear the additional costs of remedying the defect resulting from the modification.

5. If there is a mutual commercial transaction (Section 343 of the German Commercial Code, Handelsgesetzbuch or HGB), the inspection and complaint obligations pursuant to Section 377 HGB apply to the Seller.

6. If a defect is due to fault of INGUN, the Buyer may claim damages under the conditions set out in Section XII.

7. Any delivery of used items agreed with a Buyer in

individual cases shall be made to the exclusion of any warranty for material defects.

XII. Liability

1. The liability of INGUN for damages, regardless of the legal grounds, in particular due to impossibility, delay, defective or incorrect delivery, breach of contract, breach of obligations during contract negotiations and unauthorised action, shall be limited in accordance with this Section XII, insofar as fault is involved in each case.

2. INGUN shall not be liable in the event of simple negligence performed by its company organs, legal representatives, employees and other vicarious agents, insofar as there is no breach of fundamental contractual obligations. Fundamental contractual obligations are those of delivery and installation of the delivery item in accordance with the contract, the absence of defects of title and material that impair its serviceability for the intended purpose to a significant extent, and advisory, protective and custodial obligations which are considered to enable the Buyer to use the delivery item in conformity with the Contract or obligations protecting the life and limb of its staff or its property from significant damage.

3. For damages arising from the breach of material contractual obligations, the liability is restricted to damages that, at the time of contract conclusion, INGUN foresaw as potential consequences of a breach of contract or which with due exercise of diligence it should have foreseen. Indirect damages and consequential damages resulting from the breach of material contractual obligations

are only to be compensated if such damages are typically to be expected.

4. The above limitations and exclusions and restrictions of liability shall apply to the same extent in favour of the bodies, legal representatives, employees and other vicarious agents of INGUN.

5. The above limitations and exclusions of liability shall not apply to the liability of INGUN due to intentional behaviour, for a guarantee of the quality of the object, due to injury to life, body or health or under the German Product Liability Act (Produkthaftungsgesetz or ProdHaftG).

6. Insofar as INGUN provides technical information or acts in an advisory capacity without being contractually obliged to do so, this is done free of charge and to the exclusion of any liability.

XIII. References

1. The Buyer shall only be entitled to refer to INGUN products, drawings, illustrations, models, brochures, business papers, advertising brochures and the like, as well as to the business relationship with INGUN at trade fairs, with the consent of INGUN.

2. The Buyer shall only be entitled to mention the name INGUN and the business relationship with INGUN as a reference on its homepage or in other publications with the consent of INGUN.

XIV. Court of jurisdiction / Choice of law

1. If the Buyer is a merchant, a legal entity under public law or a special fund under public law or has no general place of jurisdiction in the Federal Republic of Germany, the sole place of jurisdiction for all disputes arising from the business relationship shall be the registered office of INGUN.

2. The legal relationship between INGUN and the Buyer shall be governed exclusively by the laws of the Federal Republic of Germany. The United Nations Convention on the International Sale of Goods (CISG) of 11 April 1980 does not apply.