



General Terms and Conditions of Sale and Delivery

I. Scope of application

- (1) All business relationships are based on these terms and conditions of sale, delivery and payment. Differing agreements - including the purchaser's conflicting terms and conditions - only apply if expressly agreed in writing.

II. Quotations

- (1) We will abide by our quotation for a period of 1 months calculated from the date of our quotation.
- (2) We reserve the right of ownership and copyright to the drawings and other documents attached to the quotation; they may not - even in the event of the contract being awarded - be made accessible to third parties without our consent and may only be used within the scope of the order in question.

III. Conclusion of Contract, Scope of Services

- (1) The acceptance of the offer requires written order confirmation by us to become valid. The contents of the contractual relationship comply exclusively with our written order confirmation and the terms and conditions contained in it.
- (2) We can only have order acceptance if the following information is provided and approved:
 - 1) End-user name
 - 2) Address of end-user
 - 3) Application
- (3) The specifications on weights and dimensions are carried out to the best of our knowledge but are without obligation. Tolerances above or below remain reserved.
- (4) Weights and dimensions that are contained in our drawings, illustrations, catalogues and other documents are only indicative.
- (5) We reserve the right to make modifications to the design, the choice of material and the specification insofar as they are appropriate and reasonable for the purchaser.
- (6) We assume no warranty for all parts that are subject to natural wear and tear, such as glass and mica, display liquid, seals, packing and sleeves as well as rocker switches, switches, electronic components, relays, electrodes, magnets etc.
- (7) Removing, damaging or changing the name plates that contain our trademark or production number lack of maintenance of service carried out by not authorized service provider release us from all warranty obligations.
- (7) Our personal is not authorized to work on customer sites unless accompanied by customer personal



IV. Prices and Payment Terms

- (1) Our prices apply ex works including loading but excluding packaging. Packaging is calculated at cost price and not taken back. Any agreement made exceptionally for carriage paid delivery only applies to usual freight; for rapid and express goods only general cargo freight is paid.
- (2) For domestic deliveries the legal turnover tax (VAT) is to be added at the rate applicable at the time.
- (3) Our prices only apply to the relevant quotation or initial order and are not binding for reorders. The prices are calculated on the basis of the wage, material and other costs applicable when the quotation is submitted; if these calculation bases change in the meantime an appropriate adjustment of the prices remains reserved. Offered prices are subject to exchange rate.
- (4) Our invoices are payable within 14 days after invoicing or the notification of readiness for dispatch for agreed acceptance at our factory however at the latest 30 days after notification of readiness for acceptance net cash. The payment must be made in such a way that the amount is available to us at the latest on the due date.
- (5) The purchaser is only entitled to offset and rights of retention if the counterclaim has been upheld in a court of law or is undisputed or if and to the extent that the conditions of the following clause IX no. 10 exist.
- (6) In the event of delays in payment we will be entitled to apply interest on arrears in the amount of the rate that the bank charges us for current account credits, at least however in the amount of 8 % above the relevant base lending rate of the European Central Bank, damage compensation of 25% of the total amount of invoice and all related costs for dunning.
- (7) Non-observance of the payment terms or circumstances that are capable of reducing the creditworthiness of the purchaser and have only arisen after dispatch of the order confirmation or of which we have only then become aware for reasons for which we are not responsible have the consequence of making all our claims due immediately. They entitle us only to carry out outstanding deliveries against payment in advance or provision of security as well as, after fruitless expiry of an appropriate period of notice set by us for this, to withdraw from the contract or claim damages for non-fulfilment, furthermore to prohibit the purchaser from selling on the delivered goods and to take them into our control.

V. Retention of Title

- (1) The goods supplied remain our property until the complete payment of all claims from the business relationship including those becoming due in future and also for those only arising in the future for reorders for installation/complement to previously supplied equipment. The allocation of individual claims to an open account as well as account balancing and its acceptance does not affect the retention of title.
- (2) In the case of processing, combining, mixing or commingling of the reserved goods with other goods that do not belong to us we are entitled to the co-ownership share arising from this in the new item in proportion to the value of the reserved goods in our ownership to the other goods at the time of the processing, combining, mixing or commingling. In the event that the purchaser obtains sole or co-ownership of the new item in a processing, combining, mixing or commingling



the purchaser shall transfer this (if applicable proportionately) to us as of now and will store the subject free of charge for us.

- (3) The purchaser may only dispose of and work or process the reserved goods in the normal course of business; the purchaser must not pledge it, assign it or dispose of it in any other way. The purchaser is obliged to ensure our rights when selling on the reserved goods on credit.
- (4) If the purchaser sells the reserved goods - in whatever state - the purchaser now cedes to us herewith its claims from the sale against its customers including all ancillary rights until the full redemption of our claims. We accept this cession. If the sale of the reserved goods is carried out together with other goods not belonging to us the assignment in advance of the claims to us is only in the amount of the reserved goods that is the object of the sale transaction together with the other goods. The same applies if we are only co-owners of the new item in accordance with no. 2 above.
- (5) Until further notice the purchaser remains entitled to collect itself the claims assigned to us as security on their due date. The collection authorisation ends when the purchaser ceases payments or an application for the initiation of insolvency proceedings on its assets is made or if we cancel the collection authorisation. Cancellation is allowed at any time, however we shall only make use of this if this appears necessary to us for the protection of our interests. The purchaser is under no circumstances entitled to assign the claims.
- (6) After the termination of the collection authorisation the purchaser shall without delay return to us the information and documents necessary for collection of the assigned claims and notify the debtor of the assignment if we do not do this ourselves. After the termination of the collection authorisation the purchaser must record separately any payments to the assigned claims still being paid to it and pass them on to us without delay.
- (7) The purchaser must inform us without delay about foreclosure measures of third parties to the reserved goods or the claims assigned in advance and pass on the documents required for an intervention. If the value of our securities exceeds the claims to be secured by more than 20 % we shall on request of the purchaser release securities to that value at our choice.

VI. Delivery times and delay

- (1) The specifications on delivery periods are carried out to the best of our knowledge but are without obligation. Agreed delivery times commence with the day of our order confirmation however not before complete clarification of all construction details and fulfilment of all other requirements incumbent upon the purchaser. In the case of agreed delivery times clause 2 is to be applied accordingly.
- (2) Non-observance of the agreed payment terms will lead without prejudice to other rights to a corresponding extension of the delivery time.
- (3) Deliveries before the expiry of the delivery time and partial deliveries are admissible if nothing different has been agreed.
- (4) Delivery times are considered to have been met if the goods leave the factory at the agreed time or, if delivery is delayed for reasons for which we are not responsible, are notified as ready for dispatch.
- (5) We do not fall into arrears if the non-observance of the delivery time or the delivery date is caused by reasons for which we are not responsible. We are not responsible for events of force



majeure and other circumstances that make the observance of the delivery date impossible or significantly more difficult such as measures of higher authority, strike and lock-out, machine and tool breakdown or other significant disruptions in operations, shortage of material and substandard goods of important workpieces to the extent that these are unforeseeable and are not to be avoided with the application of due diligence, irrespective of whether these circumstances arise with us or with our suppliers.

- (6) In the case of no. 5 above the delivery time is extended by the duration of the impediment plus an appropriate start-up time. Insofar as unforeseeable events of such a type significantly alter the importance of the contents of the services or have a significant effect on our operation we are entitled to withdraw totally or partially from the contract. In the event of such a (partial) withdrawal the purchaser does not have the right to claim damages. If we wish to make use of the right to withdraw we must after cognition of the scope of the event announce this and give reasons even if an extension of the delivery time had been agreed with the purchaser. If in the case of no. 5 above an extension of the delivery time results that is not reasonable for the purchaser the latter is entitled on its part to withdraw from the contract.
- (7) If the delivery times or a delivery date is exceeded through our fault the purchaser must set an appropriate supplementary period with a warning of refusal. After unsuccessful expiry of the supplementary period the purchaser may assert the right to withdrawal or compensation for non-fulfilment only for the part of the scope of the contract that has not been fulfilled by us unless the purchaser demonstrates that the partial performance produced is not of value to him.
- (8) In the case of inability to perform the service arising after entering into the contract the purchaser has no claim for damages if we have announced the impossibility of performing the service immediately.
- (9) Claims for damages by the purchaser because of delay in delivery exist in every case only when this has been precipitated by us, a legal representative or a vicarious agent with intent or grossly negligently.

VII. Dispatch and Transfer of Risk

- (1) With the surrender to the railway, the forwarding agent or carrier, at the latest however on leaving our factory the risk is in any event transferred to the purchaser even if exceptionally carriage-paid delivery has been agreed. Insurance protection against transport risks is only taken out by us at the expense of the purchaser if specially agreed.
- (2) Goods announced as ready for dispatch are to be accepted without delay. If this does not happen or if the dispatch is delayed at the request of the purchaser or for reasons for which he is responsible or if dispatch is impossible the goods will be charged as delivered ex works and stored at the expense and risk of the purchaser at our discretion. The same applies if an agreed acceptance at our factory is not carried out within 10 days after the notification of readiness for acceptance. Starting one month after notification of readiness for dispatch or after expiry of the 10-day acceptance period, the purchaser will be invoiced as storage $\frac{1}{2}$ % of the gross invoice amount for each month commenced. The storage charge will be limited to a total of 5 % of the invoiced amount unless higher costs can be demonstrated.
- (3) In the case of no. 3 with the notification of readiness for dispatch or 10 days after notification of readiness for acceptance the risk is transferred to the purchaser; we are however obliged to take out insurances required by the latter at the request and expense of the purchaser.



VIII. Freight, Customs Duty etc.

- (1) If freight charges, export duties, customs duties etc. are assumed at fixed rates any cost, fee and duty increases are charged to the purchaser. The same applies to all newly introduced levies after the formation of the contract by which the prices of the goods are influenced in any form directly or indirectly. Packages are dispatched in principle carriage paid and the parcel fees advanced charged at the same amount.

IX. Liability for Defects of the Delivery

- (1) We are only liable for defects of the delivered goods which include also the absence of assured properties in accordance with the following provisions.
- (2) For all those parts that are demonstrably unusable or not insignificantly impaired in their usability as a consequence of a circumstance lying before the transfer of risk, in particular because of defective design, poor materials or defective construction we can at our choice replace the original delivery item free of charge, rectify the fault or grant a credit note for the value charged. We are also entitled instead to reimburse the reduction in value unless the interest of the purchaser in the item supplied is substantially impaired by the defect.
- (3) No warranty is assumed for damage that arises through inappropriate or improper use, defective assembly or commissioning by the purchaser or third parties, natural wear and tear, defective or improper operation or servicing, excessive operational demands or inappropriate resources, furthermore not for damage the causes of which we cannot influence such as defects in the design prescribed by the purchaser or poor fitness of the material prescribed by it.
- (4) We are only liable for substantial third-party products fitted into our goods, in particular such from the area of the electrical industry within the scope of the provisions laid down in the delivery terms of the sub-supplier for defects of the deliveries. In this respect the assignment of the liability claims to which we are entitled against the supplier of the third-party products is sufficient to meet claims asserted against us.
- (5) The purchaser must make notifications of defects in writing. In the case of recognisable defects the notification of defects must be carried out within 2 weeks after the arrival of the goods at the destination, in the case of defects that are only recognisable on processing or after initial operation, immediately, at the latest however 2 weeks after the discovery of the fault. After the expiry of 6 months (in the case of day and night operation 3 months) after the arrival of the goods at the destination the purchaser may no longer give notice of defects. In each case our warranty expires insofar as nothing different is agreed in accordance with no. 11 below one (1) year after the delivery of the goods.
- (6) We must be given the opportunity to ascertain the defect notified on site ourselves or by a representative. Rejected items are to be returned to us immediately on our request. In the case of justified complaint the costs of return are reimbursed by us.
- (7) For the execution of all rectification of defects and replacement deliveries appearing necessary at our equitable discretion the purchaser must give us the necessary time and opportunity by arrangement, otherwise we are exempted from liability for defects. Only in urgent cases of endangering operational safety and production flow as well as for protection against



disproportionately great damage or if we are in arrears with the rectification of defects in spite of written warning does the purchaser have the right to remedy the defect itself or have it remedied and demand reimbursement of the necessary costs from us.

- (8) Of the direct costs arising through the remedying or substitute delivery we shall bear - insofar as the complaint turns out to be justified - the costs of rectification or the costs of the replacement item including dispatch. Apart from that the purchaser shall bear the costs insofar as this is appropriate. Replaced parts are transferred to our ownership.
- (9) If we do not meet our obligation to rectification or replacement delivery within an appropriate period or if these measures do not lead to the contractually agreed outcome and if renewed rectifications or replacement deliveries are not reasonable for the purchaser or again to no avail the purchaser will have the right to withdraw from the contract with respect to the part of the delivery not fulfilled. Withdrawal from the whole of the contract is excluded unless the purchaser demonstrates that the part of the service performed is of no value to him.
- (10) Giving notice of defects does not absolve the purchaser from the observance of the contractual obligations incumbent upon him, in particular the contractually agreed payment terms as long as the defects asserted have not been recognized by us or there can be no serious doubt about the merit of the notice of defects. In each case there is a right of retention for the purchaser with respect to due payments only in the scope that is in an appropriate proportion to the asserted defects.
- (11) Insofar as nothing different has been expressly agreed in writing in the individual case the warranty period runs for six (6) month from the delivery of the goods.
- (12) If industrial trade rights are infringed through goods delivered by us we may at our choice - and excluding further claims apart from indemnity claims by the purchaser from claims of third parties up to this moment - either at our expense provide the purchaser with the right of use of the delivery item or design the delivery item trademark free or replace it with a trademark-free item of equal value or withdraw from the contract. We are released from the liabilities above and are not liable if the purchaser does not immediately inform us of such claims of third parties and does not proceed in coordination with us in the defence of such claims. We are still not liable when we manufacture according to the plans and specifications of the purchaser and industrial property infringements are asserted from this.

X. **Limitation of Liability**

- (1) Claims for damages by the purchaser - irrespective on what grounds they are based - exist only in the case of grossly negligent or intentional causing of damage by us or in the case of violation of significant contractual obligations (so-called cardinal obligations the violation of which is likely to defeat the object of the contract), as well as in the case of culpable injury to life, limb or health. In amount the claim for compensation is limited to the invoiced amount of the goods supplied by us. Furthermore, under no circumstance shall the loss sustained by the Customer through IMACs proven fault be compensated in excess of 5,000 € (five thousand euros) even though higher

XI. **Performance, Place of Jurisdiction and Applicable Law**



- (1) Place of performance for all commitments resulting from this delivery transaction as well as place of jurisdiction is Dendermonde, Belgium. Belgium law is applicable. The application of the UN Contract on the International Sale of Goods (CISG) is excluded for transactions in the area of the EU.
- (2) Incoterms 2010 apply for the interpretation of standard forms of contract.