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General Terms and Conditions of inokon GmbH

1. General Scope

1.1 inokon GmbH (hereinafter referred to as the "Contractor") shall exclusively operate for its clients based on these General Terms and Conditions. They apply for the duration of the business relationship between the Contractor and the client for all services to be provided by the Contractor, especially service and work contract services. They also apply to all future transactions with the client and form the basis for any offer, acceptance, and order confirmation from the Contractor. By issuing the order, they become an integral part of the contract with their entire content. They also apply to all deliveries and services that the Contractor provides to the client in the pre-contract stage, even if their inclusion is not expressly agreed upon again.

1.2 Any deviations or exceptions from these General Terms and Conditions or the client's General Terms and Conditions are binding on the Contractor only if expressly confirmed in writing by the Contractor. They apply only to the specific confirmed individual order. Counter-confirmations by the client referring to their General Terms and Conditions are expressly rejected.

2. Offers

2.1 All offers from the Contractor are non-binding. The accompanying documents such as illustrations, drawings, other technical representations, and dimensions are to be understood as approximate unless expressly designated or confirmed as binding.

2.2 Orders become binding only with the written order confirmation. The Contractor reserves the right to make design and form changes to the subject of the contract without prior notice during the delivery and execution period, provided that it does not result in unreasonable changes for the client.

2.3 For engineering services of the Contractor, the technical regulations and standards valid in the Federal Republic of Germany at the time of contract conclusion apply. Any changes to such regulations or standards between the offer and contract conclusion must be considered in the pricing. If mandatory provisions in the client's territory prevent the application of the mentioned regulations and standards, the client is responsible for notifying such provisions in a timely manner before the offer is made so that the Contractor can consider them technically and financially.

2.4 The Contractor retains full ownership and copyright exploitation rights for cost estimates, drawings, and other documents. These documents may only be disclosed to third parties with the Contractor's prior written con-

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sent. The data and information contained in the documents do not constitute warranty promises; warranty promises require explicit written confirmation by the Contractor.

3. Prices. Payments. Default of Payment.

3.1 Prices can be agreed upon as binding fixed prices, target prices, or on an hourly basis. The legal value-added tax is to be added to net prices. All taxes, fees, and charges related to the Contractor's services within and outside the Federal Republic of Germany are borne by the client.

3.2 If the scope of the respective service is mutually changed during order processing, especially expanded, the Contractor may request a corresponding adjustment of the agreed prices and fees, particularly their increase. The Contractor is entitled to temporarily suspend the execution of services until an agreement on the adjustment of prices and fees is reached if the client is notified in writing in advance. Delays resulting from this do not burden the Contractor. Unilateral changes to the service by the client are excluded.

3.3 Unless otherwise agreed, the Contractor is entitled to request a reasonable advance payment and to issue partial invoices for already provided services or partial invoices depending on the progress of performance at its reasonable discretion.

3.4 All invoices from the Contractor are due for payment without deduction 20 days after receipt. In the absence of agreed-upon payment terms, default occurs 28 days after invoicing without a reminder. Payments by check are considered effective only upon redemption. The respective date of the invoice or payment request is decisive for the start of an agreed or statutory payment period.

3.5 Set-off rights are available to the client only if its counterclaims are legally established, undisputed, or acknowledged by the Contractor. To exercise a right of retention, the client is only authorized to the extent that its counterclaim arises from the same contractual relationship.

3.6 If the client fails to meet payment conditions, the Contractor can make all already due claims immediately due and make pending deliveries and services dependent on settling arrears and providing a corresponding advance payment for outstanding services. In cases where there are concrete indications of the client's imminent insolvency, especially if insolvency proceedings have been opened over the client's assets or such opening has been rejected for lack of assets, the Contractor can suspend further work on all orders with the client and demand the immediate advance payment of all - including not yet due - claims, including bills of exchange and deferred amounts, or request corresponding securities. If the client does not comply with the Contractor's request for advance payment or security within a rea-

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sonable period, the Contractor is entitled to withdraw from the contract or contracts and invoice the client for the costs incurred up to that point, including lost profits. The client must inform the Contractor of all extraordinary dispositions, especially seizures, confiscations, etc., not in the ordinary course of business.

3.8 During the period of default in payment, the client owes the Contractor default interest at a rate of 9 percentage points above the base rate according to § 247 BGB. The assertion of a higher default damage remains unaffected. The Contractor is entitled to credit payments to the client's older debts first. If costs and interest have already been incurred due to default, the Contractor is entitled to credit payments to costs first, then to interest, and finally to the main services.

4. Dates. Deadlines. Deviations from Deadlines.

4.1 Performance dates and deadlines are binding if they have been expressly designated as such in writing by both the client and the Contractor in individual cases; otherwise, all performance dates or deadlines are non-binding. If no dates are agreed upon, the Contractor determines them at its own discretion.

4.2 To meet the performance deadlines, the client undertakes to provide the Contractor with the necessary documents and information required for processing the order freely and timely on the agreed dates. If the client fails to fulfill its obligations, particularly regarding the provision of necessary documents and the provision and transmission of information and data, delays arising from this are at the client's expense. The client is liable to the Contractor for ensuring that the services provided by them and the documents, information, data, and objects provided within the scope of cooperation are free from third-party intellectual property rights that exclude or impair their contractual use by the Contractor.

4.3 In case of force majeure, such as fire, flood, natural disasters, war or terrorist acts, labor disputes, government intervention, transportation hindrances, and other circumstances beyond the Contractor's control, such as unavoidable operational disruptions and difficulties in material and equipment procurement, the performance time is extended by the duration of the hindrance and a reasonable start-up time. If the performance or execution becomes impossible or unreasonable due to the mentioned circumstances, the Contractor is released from the performance obligation.

4.4 Claims for damages or reimbursement by the client due to delays can only be asserted up to a maximum of 5% of the order value, subject to proof. Liability of the Contractor is excluded if the damage would have occurred even if the deadline had been met.

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4.5 The Contractor is in default only if the client has given written notice of default after the due date. If the Contractor is in default, the client is entitled to set a reasonable grace period for the Contractor to fulfill its obligations. If the Contractor does not fulfill its obligations within the grace period, the client can withdraw from the contract.

5. Warranty. Liability. Disclaimer.

5.1 The Contractor is generally liable only for intent and gross negligence, subject to the following provisions. A claim for damages in lieu of or in addition to performance and for reimbursement of futile expenses, regardless of the legal grounds (e.g., non-performance, defective performance, impossibility, legal defects, violation of pre-contractual or contractual duties, tort, etc.), is limited as follows:

I. The Contractor's liability for each damage case is limited to the foreseeably typical damage for the culpable violation of duties arising from the contractual relationship, but in any case, only up to the amount of the agreed order value for the relevant delivery or service.

II. The Contractor is not liable for the slight negligence of minor obligations arising from the contractual relationship.

III. If the client has taken out insurance for the damage, the Contractor is liable to the client only for the disadvantages associated with the use of its insurance (e.g., deductible).

Liability for damages to other legal interests of the client (e.g., damage to other property of the client) is completely excluded.

5.2 The limitations of liability in Clause 5.1 do not apply in cases of mandatory legal liability (especially under the Product Liability Act) and when assuming a quality guarantee or if the Contractor has fraudulently concealed a defect or caused a life, body, or health damage negligently.

5.3 The Contractor is liable only for direct damages to the delivery or service object, not for incidental, indirect, or consequential damages such as loss of use, lost profit, or other pure financial losses; unless there is a case of Clause 5.2 or the damage is based on a violation of a material contractual obligation. In the case of a violation of a material contractual obligation, liability is also subject to the restrictions of the preceding Clause 5.1. The Contractor is not liable for the loss of any data of any kind. Liability for consequential damages, especially for business interruption, damage to processed materials, and loss of profit due to machine damage after faulty design, is excluded.

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5.4 Claims against the Contractor for damages in lieu of or in addition to performance due to delay in delivery or performance are limited to 5% of the order value. Further liability for delays is excluded. The aforementioned limitations do not apply in cases of the preceding Clause 5.2.

5.5 The Contractor is in no case liable for damages to third parties. If, in individual cases, due to special agreements or mandatory legal regulations, the Contractor's liability to third parties exists, all liability limitations of the above Clause 5 apply accordingly.

5.6 To the extent that the Contractor's liability is excluded or limited, this also applies to the personal liability of its legal representatives, employees, and other vicarious agents.

5.7 Claims for damages by the client expire after 24 months.

5.8 If, as part of an order, the Contractor's IT systems or parts thereof are used or rented for use by the client, the client is liable for all direct and indirect damages caused by improper handling of the IT systems, as well as for the loss, destruction, and damage of the IT systems or parts thereof used within the scope of the order.

5.9 The Contractor does not guarantee damages arising from unsuitable or improper use of the Contractor's deliveries and services, unless the damages are attributable to the Contractor. Warranty for defects is excluded to the extent that a defect is based on circumstances that the client or a third party is responsible for.

5.10 Any information contained in brochures, advertising, advertisements, documentation, offers, and similar writings of the Contractor are descriptions only and do not constitute a guarantee of the quality of its deliveries and services. Each guarantee requires an express written agreement or confirmation by the Contractor for its effectiveness in each individual case.

6. Special Conditions for Work Contracts

For the conclusion of work contracts between the contracting parties, the following special conditions apply in addition:

6.1 The right to instruct its agents and employees, especially in terms of instruction, guidance, and supervision, remains exclusively with the Contractor, even if the order is carried out in the client's operation. Notwithstanding, the client has the right to give specific instructions related to the work result in individual cases.

6.2 The progress of performance is confirmed by the client by signing the presented project progress reports.

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6.3 The following provisions apply to the acceptance of services:

I. The client must declare acceptance if the results of the order meet the contractually agreed requirements in all essential points.

II. The client is obliged to inform the Contractor immediately in writing if defects become known during the examination. In the case of significant defects in performance, the Contractor is initially given the opportunity to rectify them within a reasonable period, excluding further claims.

III. If the client fails to promptly declare acceptance despite the duty to do so, the Contractor can set a written deadline of two weeks for the client to make this declaration. If the Contractor has pointed this out in the written deadline, acceptance is deemed to have taken place if the client does not state the reasons for refusing acceptance in writing within the two-week period. Acceptance is also deemed to have taken place if the client uses the contractual object without formal acceptance.

6.4 The Contractor initially provides a warranty for any defects through rectification or replacement at its discretion. If rectification or replacement fails despite at least two attempts, the client can demand a reduction or withdrawal as well as damages within the liability limitation according to Clause 5. The warranty period is 24 months and begins with acceptance or use.

7. Special Conditions for Service Contracts

In addition, for service contracts between the contracting parties, service contracts can be terminated by either party with a notice period of 14 days to the end of the month, notwithstanding the right to terminate without notice, with a notice period of 4 weeks to the end of the month for a duration of service of 6 months or more.

8. Further Individual Rights and Obligations of the Contracting Parties

8.1 The client is obligated to cooperate as far as necessary for the proper provision of services by the contractor. If the client does not fulfill its cooperation obligations even after explicit written request by the contractor, with the setting of a reasonable deadline, the contractor is entitled to stop work, terminate the contract, and demand reasonable compensation.

8.2 The client is not entitled to transfer rights from this contract to third parties without the consent of the contractor.

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8.3 The contractor is entitled to subcontract the execution of the order or individual parts of the order to subcontractors or other agents, unless expressly excluded by a prior written agreement with the client.

8.4 The method of sending construction documents and other information carriers necessary for order fulfillment is determined by the contractor and is generally by mail or electronic means (e.g., email, data carriers, etc.). The contractor is only obligated to conclude transport insurance upon the explicit request of the client. The costs for this are borne by the client.

8.5 If there are specific governmental safety regulations or other special provisions applicable at the place of execution, relevant to on-site inspection, the client will inform the contractor in a timely manner before the start of the examination. The client also ensures that the specific local area where the contractor performs the service outside the client's premises, at the request of the client, complies with general and, if applicable, special safety regulations. Unless otherwise agreed in individual cases, the client bears sole responsibility for fulfilling the obligations arising from legal accident prevention regulations.

9. Retention of Title

9.1 Cost estimates, documentation, films, as well as other data carriers and deliveries remain the property of the contractor until the complete fulfillment of all payment claims of the contractor against the client from the existing business relationship.

9.2 In case of breaches of duty by the client, especially in case of default in payment, the contractor is entitled at any time to take back the construction documents and other deliveries and services or to demand their return. If both contracting parties are merchants, the assertion of the aforementioned rights by the contractor is not considered a withdrawal from the contract unless expressly declared in writing by the contractor.

9.3 The client is not authorized to make other dispositions such as security assignments, pledges, etc. In the case of seizures, confiscation, or other dispositions by third parties, the client must immediately inform the contractor and provide all information and documents necessary to safeguard its rights.

10. Confidentiality. Copyright.

10.1 During the execution of the order, the contracting parties may have access to information, including know-how and process technologies of the other contracting party ("confidential information"). This information must be treated confidentially by the contracting parties, their employees, and other agents. Information of a contracting party that is already accessible to or becomes public without any act or omission of the other contracting party, or

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that was in the lawful possession of the other contracting party before being disclosed and that the other contracting party did not directly or indirectly receive from the disclosing contracting party, or that was independently developed, is not considered confidential information under this provision.

10.2 Confidential information must be treated as confidential and kept secret during the execution of the order and for two years after termination. However, confidentiality does not exist if there is a legal obligation to disclose or both contracting parties agree on an exception.

10.3 The contractor is entitled to take copies or electronic reproductions of documents provided by the client for inspection during the execution of the order.

10.4 The contractor expressly reserves its copyright to constructions, expert opinions, calculations, etc., created by it. New developments of all kinds, especially patterns and patents, arising during the order processing, remain the property of the contractor even after order completion. However, the client is granted the initial right for a separately agreed usage license.

11. Other Provisions. Final Provisions.

11.1 Supplements, additions, or changes to contracts as well as any additional agreements or promises require written form for their effectiveness. This also applies to any waiver of the written form requirement.

11.2 The legal relationship between the contracting parties is exclusively subject to the law of the Federal Republic of Germany.

11.3 Should a provision or part of the agreements between the contracting parties be ineffective or unenforceable, the remaining provisions of the agreement remain unaffected. The contracting parties undertake to replace the ineffective or unenforceable provision with an effective or enforceable provision that comes closest to the economic purpose of the ineffective or unenforceable provision. The same applies if the agreement has a regulatory gap.

11.4 The place of performance is Hannover. For all present and future claims arising from the business relationship with merchants, legal entities under public law, or special assets under public law, Hannover is agreed as the exclusive place of jurisdiction, also for documentary, bill, or check processes. In this case, the contractor is also entitled to file a lawsuit at the client's registered office. Only the law of the Federal Republic of Germany applies.