GENERAL TERMS AND CONDITIONS OF DELIVERY AND SERVICE

of isoloc Schwingungstechnik GmbH, Stuttgart

Convenience translation. The German version shall prevail.

Section 1 Scope of Application

1. These General Terms and Conditions ("GTC") apply to all deliveries of goods ("Goods") and services of isoloc Schwingungstechnik GmbH ("isoloc"). They apply only to entrepreneurs within the meaning of Section 14 German Civil Code (BGB), legal entities under public law and special funds under public law ("Customer"). It is irrelevant whether isoloc manufactures the Goods itself or purchases them from suppliers.
2. These GTC apply exclusively. Deviating, conflicting or supplementary terms of the Customer, in particular terms of purchase, shall only become part of the contract if isoloc expressly agrees to their application in text form. This also applies if the Customer refers to its own terms in its order or if isoloc delivers without reservation in the knowledge of such terms.
3. These GTC, in the version valid at the time of the order or as last communicated to the Customer in text form, also apply to future contracts of the same kind without isoloc having to refer to them again.
4. Individual agreements always take precedence over these GTC. In the event of conflict, the following order of precedence applies: 1. individually agreed contracts, in particular framework agreements and quality assurance agreements, 2. isoloc's order confirmation and quotation, 3. these GTC, 4. the statutory provisions. Subject to proof to the contrary, a contract or a confirmation by isoloc in text form is decisive for the content of individual agreements.
5. Legally relevant declarations and notices by the Customer, in particular notices of defects, the setting of deadlines, reminders (Mahnung), withdrawal (Rücktritt) and price reduction (Minderung), must be made in text form (Textform, e.g. letter or email). Statutory form requirements remain unaffected.
6. References to statutory provisions are for clarification only. The statutory provisions apply even without such references, unless they are modified or excluded by these GTC.

Section 2 Quotations, Conclusion of Contract, Documents, Confidentiality

1. isoloc's quotations are non-binding unless they are expressly designated as binding or contain a period for acceptance.
2. The Customer's order constitutes a binding offer. Unless the order states otherwise, isoloc may accept it within two weeks of receipt. Acceptance is effected by an order confirmation in text form or by delivery.
3. Information in catalogues, data sheets, on the website and in other documents of isoloc is approximate. It constitutes an agreed quality (Beschaffenheit) only if this is expressly agreed. isoloc assumes a guarantee (Garantie) only if it is expressly designated as such. Samples and specimens serve only to illustrate quality, dimensions and colour.
4. isoloc reserves all property rights and copyrights in quotations, drawings, calculations, dimensioning results (Auslegungen), simulation results, CAD models, samples and other documents, including in electronic form. The Customer may use them only for the agreed purpose and may make them accessible to third parties only with isoloc's consent. isoloc shall make information designated as confidential by the Customer accessible to third parties only with the Customer's consent.
5. The Customer shall treat all technical and commercial information of isoloc that is not publicly known as confidential, also after the end of the contract. The Customer shall use such information only for the performance of the contract and make it accessible only to employees and advisors who require it for this purpose and are bound to confidentiality. A separate non-disclosure agreement takes precedence over these GTC.
6. The Customer shall not, itself or through third parties, analyse, disassemble or replicate the delivery items, in particular the elastomer materials, in order to determine their composition, formulation or manufacturing process. The Customer shall not use any knowledge obtained in this way. Inspections as part of incoming goods inspection and for the purpose of establishing defects remain permitted, provided that they do not serve to determine composition, formulation or manufacturing process. If, by way of exception, an analysis of the composition is required to establish a defect, the Customer shall agree on it with isoloc in advance. It shall be carried out by an independent test laboratory bound to confidentiality, and the result may only be used to clarify the defect. isoloc will provide information on substances under REACH and RoHS upon request. Mandatory statutory rights, in particular under Sections 69d and 69e of the German Copyright Act (UrhG), remain unaffected.

Section 3 Dimensioning and Information Provided by the Customer

1. isoloc dimensions the Goods on the basis of the information provided by the Customer, in particular regarding machine weight, load distribution, position of the centre of gravity, excitations and frequencies, operating conditions, ambient media and the condition of floor and foundation. The Customer is responsible for the accuracy and completeness of this information.
2. The dimensioning results stated in the quotation or order confirmation form part of the contract. Technical information and recommendations given by isoloc outside an order are provided to the best of isoloc's knowledge but are non-binding. They do not release the Customer from its own examination of whether the Goods are suitable for the intended use.
3. If the actual conditions deviate from the information provided by the Customer, this does not constitute a defect of the Goods. isoloc may charge separately for additional effort for re-dimensioning or adjustment.
4. isoloc's liability under Section 10 remains unaffected.

Section 4 Prices and Payment

1. Unless otherwise agreed, prices are in euros from isoloc's plant (ab Werk), plus packaging, freight, insurance, customs duties, other public charges and statutory value added tax.
2. If more than four months elapse between conclusion of the contract and the agreed delivery date and the costs of materials, energy, wages or freight change significantly during this period, either party may demand a reasonable adjustment of the prices of the Goods not yet delivered to the extent of the proven change in costs. If a price increase exceeds 10 % of the agreed price, the Customer may withdraw from the contract with respect to the affected deliveries. This provision does not apply to agreed fixed prices.
3. The terms of payment are set out in the quotation, order confirmation or invoice. In the absence of any such terms, the price is due immediately without deduction. Payment is deemed timely upon receipt by isoloc.
4. isoloc is entitled to make a delivery in whole or in part only against advance payment, also within an ongoing business relationship. isoloc shall declare such a reservation no later than in the order confirmation.
5. If, after conclusion of the contract, it becomes apparent that isoloc's claim to payment is jeopardised by the Customer's lack of ability to pay, isoloc may refuse performance in accordance with the statutory provisions and, where applicable after setting a deadline, withdraw from the contract (Section 321 BGB). In the case of contracts for custom-made products, isoloc may declare withdrawal immediately.
6. In the event of default in payment, the statutory provisions apply. In particular, isoloc may claim default interest at the statutory rate and the lump sum under Section 288 (5) BGB. The claim to commercial maturity interest under Section 353 German Commercial Code (HGB) and the assertion of further damage remain reserved.
7. The Customer may only set off claims or exercise a right of retention if its claims are undisputed, have been finally determined by a court, are ready for decision or arise from the same contractual relationship. The Customer's rights in the event of defects remain unaffected.

Section 5 Delivery Time, Self-Supply, Force Majeure

1. Delivery dates and delivery periods are set out in the order confirmation.
2. For delivery from isoloc's plant, compliance is determined by the time at which the Goods leave the plant or readiness for dispatch has been notified. If it has been agreed that isoloc delivers to a place of destination, for example free domicile (frei Haus), the arrival of the Goods at the place of destination is decisive.
3. Whether isoloc is in default of delivery is determined by the statutory provisions. In any case, a reminder (Mahnung) from the Customer in text form is required.
4. Compliance with delivery dates and delivery periods requires that all technical questions have been clarified and that all information, documents, approvals and permits to be provided by the Customer as well as any agreed down payments have been received in good time. If the Customer does not fulfil these obligations in good time or subsequently requests changes, dates and periods shall be postponed accordingly.
5. isoloc's obligation to deliver is subject to correct and timely self-supply, provided that isoloc has concluded a corresponding covering transaction with its supplier and is not responsible for the non-delivery or delay. isoloc shall inform the Customer without undue delay and notify the expected new delivery period. If the performance is not available within the new period either, isoloc may withdraw from the contract in whole or in part and shall refund any consideration already received without undue delay.

6. Events of force majeure and other circumstances beyond isoloc's control, in particular natural events, epidemics, war, sanctions and official measures, industrial action, shortages of energy and raw materials, transport disruptions, cyber attacks despite reasonable protective measures, and corresponding events at suppliers, extend the delivery periods by the duration of the impediment plus a reasonable start-up period. isoloc shall notify the Customer of the beginning and expected duration without undue delay. If the impediment lasts longer than three months, either party may withdraw from the contract with respect to the part not yet performed.
7. Partial deliveries are permitted to the extent that they are reasonable for the Customer.

Section 6 Delivery, Transfer of Risk, Default in Taking Delivery, Acceptance

1. Delivery is made from isoloc's plant. The plant is the place of performance for the delivery and for any subsequent performance (Nacherfüllung). At the Customer's request and expense, isoloc ships the Goods to another destination. Unless otherwise agreed, isoloc determines the type of shipment, in particular packaging, shipping route and carrier.
2. The risk passes to the Customer as soon as the Goods have been handed over to the forwarder or carrier or have left the plant. This also applies to partial deliveries and if isoloc has assumed the shipping costs. If it has been agreed that isoloc delivers to a place of destination, the risk passes upon handover at the place of destination. Trade terms shall, in case of doubt, be interpreted in accordance with the Incoterms in the version valid at the time of conclusion of the contract; Incoterms agreed in the order confirmation take precedence.
3. Default by the Customer in taking delivery (Annahmeverzug) is equivalent to handover. If dispatch is delayed at the Customer's request or for reasons for which the Customer is responsible, the risk passes to the Customer upon notification of readiness for dispatch. In these cases, isoloc may demand reimbursement of the costs incurred, in particular for storage.
4. isoloc takes out transport insurance only at the Customer's request and expense.
5. Insofar as acceptance (Abnahme) has been agreed or is provided for by law, it is decisive for the transfer of risk. The Customer shall carry it out without undue delay after notification of readiness for acceptance. The Customer may not refuse acceptance because of an insignificant defect.

Section 7 Retention of Title

1. isoloc retains title to the Goods (Eigentumsvorbehalt) until all present and future claims arising from the business relationship with the Customer have been paid in full.
2. The Customer shall handle the goods subject to retention of title with care and insure them adequately at its own expense against fire, water and theft. The Customer may neither pledge them nor transfer them by way of security. In the event of seizures, other interventions by third parties or an application for the opening of insolvency proceedings, the Customer shall notify isoloc without undue delay in text form. If the third party is unable to reimburse isoloc for the costs of an action under Section 771 German Code of Civil Procedure (ZPO), the Customer shall be liable for the loss.
3. The Customer may resell, process, combine or mix the goods subject to retention of title in the ordinary course of business. Processing is carried out for isoloc as manufacturer. In the event of processing, combining or mixing with items belonging to others, isoloc acquires co-ownership in the ratio of the invoice value of the goods subject to retention of title to the value of the other items. In all other respects, the same applies to the resulting products as to the goods subject to retention of title.
4. The Customer hereby assigns to isoloc all claims arising from resale, from the combination with real property or from any other legal ground relating to the goods subject to retention of title in the amount of the final invoice amount including value added tax. isoloc accepts the assignment. The Customer remains authorised to collect these claims as long as it fulfils its payment obligations, is not in default of payment and no application for insolvency proceedings has been filed. Otherwise, isoloc may revoke the authorisation and require the Customer to disclose the assigned claims and their debtors, to provide all necessary information and to hand over the related documents.
5. In the event of conduct by the Customer in breach of contract, in particular default in payment, isoloc may withdraw from the contract in accordance with the statutory provisions and demand the return of the goods subject to retention of title. A demand for return does not at the same time constitute a declaration of withdrawal.
6. If the realisable value of the securities exceeds isoloc's claims by more than 10 %, isoloc shall release securities of its choice at the Customer's request.

7. If the retention of title is not effective under the law of the country in which the Goods are located, the Customer shall cooperate in providing equivalent security.

Section 8 Claims for Defects

1. The statutory provisions apply to the Customer's rights in the event of material defects and defects of title, unless otherwise provided below.
2. Claims for defects presuppose that the Customer has complied with its obligations to inspect the Goods and to give notice of defects under Sections 377, 381 HGB. Obvious defects must be notified within five working days of delivery, hidden defects within five working days of their discovery. Goods intended for installation must be inspected by the Customer no later than immediately before installation. If the Customer breaches these obligations, isoloc's liability for the defect concerned is excluded. This also applies to the costs of removal and installation if the defect only becomes apparent after installation.
3. The agreed specification is decisive for the quality of the Goods. For elastomer parts, customary industry tolerances, in particular for dimensions and hardness in accordance with DIN ISO 3302, remain reserved.
4. In the event of defects, isoloc shall, at its option, provide subsequent performance (Nacherfüllung) by remedying the defect or by delivering a replacement. If the chosen type of subsequent performance is unreasonable for the Customer in the individual case, the Customer may reject it. isoloc's right to refuse subsequent performance in accordance with the statutory provisions remains unaffected. isoloc may make subsequent performance conditional upon payment of the price due; the Customer may retain a portion of the price that is reasonable in relation to the defect.
5. The Customer shall give isoloc the time and opportunity required for subsequent performance and, upon request, hand over the goods complained of for inspection. In the event of a replacement delivery, the Customer shall return the defective item in accordance with the statutory provisions. Replaced parts become the property of isoloc.
6. Subsequent performance does not include the removal of the defective item or the installation of a defect-free item unless isoloc is expressly obliged to do so. isoloc shall bear the expenses required for inspection and subsequent performance, including the costs of removal and installation, in accordance with the statutory provisions if a defect actually exists. The Customer shall coordinate removal and installation measures with isoloc before carrying them out. isoloc shall not bear costs incurred because the Goods have been moved to a location other than the place of performance. If a notice of defect proves to be unjustified, isoloc may demand reimbursement of the costs incurred from the Customer if the Customer knew or could have recognised that there was no defect.
7. In urgent cases, in particular where operational safety is at risk or to prevent disproportionate damage, the Customer may remedy the defect itself or have it remedied and demand reimbursement of the objectively necessary expenses. The Customer shall inform isoloc without undue delay, if possible in advance. There is no right to self-remedy if isoloc would be entitled to refuse subsequent performance under the statutory provisions.
8. If a reasonable deadline for subsequent performance set by the Customer has expired without success or is dispensable under the statutory provisions, the Customer may withdraw from the contract or reduce the price. There is no right of withdrawal in the case of an insignificant defect.
9. In particular, there are no claims for defects in the event of unsuitable or improper use, faulty assembly or commissioning by the Customer or third parties, use outside the information provided under Section 3, natural wear and ageing, operational settling behaviour of elastomers within the specification, exposure to oils, metalworking fluids, chemicals, ozone or UV radiation unless such exposure was agreed, defective construction work or unsuitable building ground, or modifications to the Goods without isoloc's consent.
10. If the contractual use of the Goods in the Federal Republic of Germany infringes industrial property rights of third parties, isoloc shall, at its own expense, either procure for the Customer the right to continue using the Goods or modify the Goods in a manner reasonable for the Customer so that the infringement no longer exists. If this is not possible on reasonable terms, either party may withdraw from the contract. This presupposes that the Customer informs isoloc without undue delay, leaves all defensive measures to isoloc and that the infringement is not based on specifications or unauthorised modifications by the Customer.
11. Claims of the Customer for reimbursement of expenses under Section 445a (1) BGB are excluded unless the last contract in the supply chain is a sale of consumer goods.
12. Claims for damages and for reimbursement of futile expenses (Section 284 BGB) exist, also in the event of defects, only in accordance with Section 10.

Section 9 Limitation Period

1. Claims based on material defects and defects of title become time-barred 12 months after delivery or, where acceptance has been agreed, 12 months after acceptance.
2. The statutory limitation periods apply in the case of intent and gross negligence, fraudulent concealment of a defect, assumption of a guarantee, injury to life, body or health, claims under the German Product Liability Act, for buildings and for items that have been used for a building in accordance with their customary use and have caused its defectiveness (Section 438 (1) no. 2 BGB), and for recourse claims under Section 445b BGB.
3. The periods under paras. 1 and 2 also apply to contractual and non-contractual claims for damages by the Customer that are based on a defect, unless the application of the regular statutory limitation period (Sections 195, 199 BGB) would lead to a shorter period in the individual case.

Section 10 Liability

1. isoloc is liable without limitation in the case of intent (Vorsatz) and gross negligence (grobe Fahrlässigkeit), culpable injury to life, body or health, fraudulently concealed defects, assumption of a guarantee and under the German Product Liability Act.
2. In the case of slight negligence (leichte Fahrlässigkeit), isoloc is only liable for a culpable breach of material contractual obligations (wesentliche Vertragspflichten), limited to the foreseeable damage typical for the contract. In this case, liability is furthermore limited to the net value of the order concerned per claim. Material contractual obligations are those whose fulfilment makes the proper performance of the contract possible in the first place and on whose fulfilment the Customer may regularly rely.
3. By way of derogation from para. 2, liability for damage caused by delay in delivery is limited, in the case of slight negligence, to 0.5 % for each completed week of delay, but in total to no more than 5 % of the net value of the delayed delivery.
4. In all other respects, isoloc's liability for damages is excluded, irrespective of the legal grounds.
5. To the extent that isoloc's liability is excluded or limited, this also applies to the personal liability of its corporate bodies, employees and vicarious agents.

Section 11 Withdrawal and Termination

1. In the event of a breach of duty that does not consist of a defect, the Customer may only withdraw from or terminate the contract if isoloc is responsible for the breach of duty.
2. A right of the Customer to terminate the contract at will, in particular under Sections 650, 648 BGB, is excluded. In all other respects, the statutory requirements and legal consequences apply.

Section 12 Software and Digital Elements

1. If software is included in the scope of delivery, the Customer receives a non-exclusive, non-transferable right to use it, including its documentation, with the Goods intended for that purpose. Sub-licences are not permitted.
2. The Customer may reproduce, modify or decompile the software only to the extent permitted by law (Sections 69a et seq. UrhG). The Customer may not remove or alter manufacturer's information, in particular copyright notices. All other rights remain with isoloc or the respective software supplier.
3. For goods with digital elements, isoloc is only obliged to provide and update digital content to the extent expressly agreed.
4. Section 8 applies to defects in the software. Functionality in accordance with the agreed specification is decisive.

Section 13 Export Control and Sanctions

1. Performance of the contract is subject to the proviso that there are no impediments due to national or international export control or sanctions regulations. If such impediments exist, the delivery periods are extended accordingly. Upon request, the Customer shall provide isoloc with all information and documents required for examination and authorisation, in particular regarding end user, final destination and intended use. If the impediments are permanent or if a required authorisation is not granted or is revoked, isoloc may withdraw from the contract. Claims for damages by the Customer are excluded in this respect.
2. When passing on the Goods, the Customer shall comply with the applicable export control and sanctions regulations.

3. The Customer shall not sell, export or re-export the Goods, directly or indirectly, to the Russian Federation or Belarus, or make them available for use there. If the Customer breaches this obligation, isoloc may withdraw from the contract and claim compensation for all resulting damage.

Section 14 Applicable Law, Place of Jurisdiction

1. The law of the Federal Republic of Germany applies, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).
2. If the Customer is a merchant (Kaufmann), a legal entity under public law or a special fund under public law, or has no general place of jurisdiction in Germany, the exclusive place of jurisdiction, including international jurisdiction, for all disputes arising from the contractual relationship is Stuttgart, Germany. isoloc is also entitled to bring an action at the place of performance or at the Customer's general place of jurisdiction. Overriding statutory provisions on exclusive places of jurisdiction remain unaffected.

Section 15 Final Provisions

1. Should any provision of these GTC be invalid, the validity of the remaining provisions remains unaffected.
2. This English version is a convenience translation. In the event of any discrepancy, the German version (Allgemeine Geschäftsbedingungen für Lieferungen und Leistungen) shall prevail.

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