

General Terms and Conditions for Supplies and Services of iQtemp GmbH

1. Scope of application

- 1.1. These General Terms and Conditions for Supplies and Services ("GTC") apply to all contracts regarding supplies of goods and regarding the provision of services of iQtemp GmbH ("iQtemp"). These GTC apply exclusively. Conflicting, deviating or additional terms and conditions of the Buyer are only valid if they have been explicitly accepted by iQtemp in writing.
- 1.2. Supplies and services in the sense of these GTC include especially engineering, simulation, additive manufacturing, vacuum brazing, corrosion protection, stainless steel in-line filters and, if applicable, processes to be applied with them.

2. Scope of supplies and services

- 2.1. Supplies and services of iQtemp are listed conclusively in the order confirmation. Services not included are charged separately.

3. Order placement and information obligations; Export control

- 3.1. The order must contain all information important for iQtemp such as article description, number of pieces, dimensions, weight, material specification, used plastics with additives, if applicable, type of temperature control (e.g. Variotherm), pre-treatments as well as treatment and test specifications.
- 3.2. Changes in material composition and pre-treatment have to be communicated to iQtemp in time and agreed upon with iQtemp.
- 3.3. Offers by iQtemp are subject to confirmation. The contract is considered concluded when iQtemp accepts the order of the Buyer by order confirmation or begins with the execution of the agreed supply or service.
- 3.4. The technical documents necessary for the execution of the contractually agreed supply and service must be made available to iQtemp by the Buyer. iQtemp is not liable for damages caused by missing, wrong or inaccurate information; the liability according to clause 11 remains unaffected. Supply and service deadlines are automatically extended in a reasonable scope if the Buyer does not meet his contractual obligations or other obligations or duties to cooperate.
- 3.5. Offers by iQtemp regarding the production, processing or treatment of goods are subject to the provision that their fulfilment is not subject to any restrictions due to national or international (especially EU and USA) export control regulations, e.g. embargoes or other sanctions.
- 3.6. When re-exporting/transferring the goods to third parties at home and abroad, the Buyer shall comply with the applicable national and international (in particular EU and USA) export control law. With regard to international export control regulations of third countries, this shall only apply insofar as compliance with them does not constitute a violation of the provisions of Regulation (EC) No. 2271/96 and/or Section 7 of the German Foreign Trade and Payments Ordinance ("*Außenwirtschaftsverordnung*").
- 3.7. The Buyer is obligated to provide iQtemp upon request immediately and free of charge with all potentially export control relevant information and documents (e.g. end-use declarations, Buyer/participant data, transport routes/means of transport, etc.) for a period of up to three years after the complete execution of the contract.

4. Provided items and technical documentation

- 4.1. The Buyer has, as far as applicable, to provide material, tools, devices and all other items (e.g. finished and semi-finished products), which he provides to iQtemp for the fulfilment of an existing contract with iQtemp ("Provided Items") and further Technical Documentation necessary for the execution of the contract and specified in the contract (e.g. current drawings, descriptions, diagrams, instructions, specifications, all together the "Technical Documentation"). The Buyer confirms that he/she is fully entitled to make the Provided Items and the Technical Documentation available to iQtemp.
- 4.2. The Buyer ensures that the Provided Items are suitable for the contractually agreed supplies and services and that they correspond to the Technical Documentation. iQtemp only checks Provided Items to be treated for weight, number of pieces and obvious defects. There is no further obligation to inspect, unless the parties to the contract have made a different agreement. In case of supply of Provided Items, the Buyer has to indicate the number of pieces and description of the Provided Items on an accompanying document (delivery note). For all supplies, the following additional information is required on a pro forma invoice: unit price and total value, number of packages, gross and net weight, country of origin of the goods, type of transport upon delivery and desired type of transport for return.

5. Prices; Terms of payment

- 5.1. Unless otherwise agreed, the net prices of iQtemp at the time of the conclusion of the contract plus the legal VAT and excluding insurance, transport and packaging always apply.
- 5.2. Invoices of iQtemp are payable within 30 working days after delivery or acceptance and receipt of invoice without any deduction and in Euro (€). The day of receipt of payment is decisive. Delivery in the aforementioned sense means the receipt of iQtemp's dispatch/collection readiness notice by the Buyer or - if so agreed - the delivery to the transport person.

6. Rights of set-off and retention

The Buyer shall only be entitled to set off and assert a right of retention if his counterclaim is undisputed, ready for decision or has been established as final and absolute.

7. Delivery and service modalities

- 7.1. Delivery dates and service times must be agreed individually in writing.
- 7.2. iQtemp is not liable for impossibility or delay as far as they are based on force majeure or other events that were not foreseeable at the time of contract conclusion and for which iQtemp is not responsible (e.g. operational disturbances of any kind, fire, weather, floods, terrorism, transport delays, strikes, legal lockouts, lack of manpower, energy or raw materials).
- 7.3. In the case of delay in delivery, the Buyer shall be entitled to claim damages in the amount of 0.1% per day up to a maximum of 5% of the respective net order value. Further claims for damages due to delay do not exist, unless the delay was caused intentionally or grossly negligent by iQtemp or its assistants.

8. Dispatch, transport and insurance

Special requirements regarding dispatch, transport and transport insurance must be announced by the Buyer in time.

- 8.2. If agreed upon with the Buyer, iQtemp will ship the object of supply and service to the destination specified by the Buyer. This is done - also with regard to packaging - at the expense of the Buyer. iQtemp is entitled to determine the type of dispatch (especially the transport company and the dispatch route) and the packaging according to its dutiful discretion. Unless otherwise agreed, the Buyer is responsible for insurance against damages of any kind.
- 8.3. Complaints in connection with dispatch or transport must be made by the Buyer upon receipt of the deliveries or the freight documents immediately to the last forwarding agent, carrier or the last transport person.

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9. Transfer of risk; Acceptance; Inspection of the object of delivery and performance

- 9.1. The risk shall pass to the Buyer at the latest upon delivery or acceptance of the supply item or service.
- 9.2. As far as the supplies and services require a formal acceptance by law or according to a separate contractual agreement, the Buyer is obligated to a formal acceptance upon iQtemp's request. Acceptance cannot be refused due to insignificant defects.
- 9.3. Supplies and services are also considered as accepted if iQtemp has set a reasonable deadline for the acceptance by the Buyer and the Buyer has not refused the acceptance within this deadline, stating at least one significant defect. Supplies and services of iQtemp are also considered as accepted if the Buyer uses, installs or otherwise (further) processes the supplies and services.
- 9.4. If the Buyer is in default of acceptance, he/she shall bear the costs for additional expenses (e.g. storage and storage costs).
- 9.5. iQtemp will not inspect the supply and service item before dispatch. If the Buyer demands corresponding tests, these are to be agreed upon separately and paid by the Buyer.
- 9.6. In the case of brazing treatments, the Buyer is obligated to test the brazed joints with regard to required characteristics, such as tightness and strength, before and after further processing or before use of the supply and service item. An inspection by iQtemp is only carried out if this is agreed upon separately before placing the order.
- 9.7. iQtemp creates a treatment and test protocol on explicit request of the Buyer and against separate payment. The Buyer has to check the treatment and test protocol upon delivery of the supply item and service and has to complain about deviations from the contractual agreement immediately. If he fails to do so, the treatment and test protocol shall be deemed approved.
- 9.8. With the conducted tests iQtemp only checks the compliance with the characteristics specified by the Buyer, but not the functionality of the supply and service item. In particular, iQtemp is not subject to any product observation obligations.
- 9.9. Complaints are to be substantiated by the Buyer, whereby the supply and service item complained about is to be presented to iQtemp upon request. Complaints must be asserted to iQtemp as follows:
- in case of obvious defects immediately, at the latest 2 weeks after delivery;
 - in case of hidden defects immediately, at the latest, however, 2 weeks after discovery.
- If no complaint is made within this period, the supply and service items are considered approved.

10. Liability for defects

- 10.1. iQtemp is liable for defects according to the legal regulations, as far as nothing else is regulated in this clause 10. iQtemp always has the right to choose the type of supplementary performance.
- 10.2. Claims for defects of the Buyer expire within 12 months after delivery or acceptance. If the supply item and service is used for a building in accordance with its usual use and causes its defectiveness, the statutory period of limitation applies. The same applies if the defect was caused by iQtemp or its vicarious agents intentionally or through gross negligence. Clause 11 applies to claims for damages of the Buyer.
- 10.3. Rejects caused by the Buyer as a result of wrong material or treatment information do not fall under the definition of defects. Unless otherwise agreed, scrap quantity tolerances of max. 3% of the total lot shall apply to serial parts.
- 10.4. iQtemp is not liable for defects caused by missing, incorrect, incomplete or inaccurate information provided by the Buyer and/or which are due to the unsuitable nature of the Provided Items (e.g. material defects, processing residues or other foreign objects, improper brazing joints), as far as the unsuitability of the Provided items was not obvious to iQtemp.
- 10.5. Claims due to violation of industrial property rights or copyrights of third parties are excluded, if this violation is based on an instruction of the Buyer, an unauthorized modification or non-contractual use of the supply or service item by the Buyer.

11. Liability

- 11.1. iQtemp is liable according to the legal regulations in case of intent, gross negligence, culpable injury of life, body or health, in case of assuming a guarantee or a procurement risk and in case of liability according to the product liability law as well as in other cases of legally binding liability.
- 11.2. iQtemp is also liable in case of a simple negligent violation of essential contractual obligations, i.e. such obligations, the fulfilment of which makes the proper execution of the contract possible in the first place and on the compliance of which the Buyer regularly relies and may rely. In this case, iQtemp's liability is limited to the amount of damages typical for the contract and foreseeable at the conclusion of the contract.
- 11.3. Any further liability is excluded.
- 11.4. As far as the liability of iQtemp is excluded or limited according to the aforementioned regulations, this also applies to the personal liability of the organs, legal representatives, employees and other assistants of iQtemp.

12. Duty of notification in case of official measures

If official measures take place at or against the Buyer (especially in the area of product safety law), which affect supplies and services of iQtemp (especially official measures of market surveillance, for example the order of a withdrawal or a recall), or if the Buyer intends to take such measures himself (especially a notification to a market surveillance authority or a recall), he will inform iQtemp immediately in writing. The same applies in each case if the Buyer is informed of such measures by or against his customer(s).

13. Reservation of title

- 13.1. iQtemp reserves the title to the supply item for all supplies until all claims to payment arising out of the business relationship have been settled in full.
- 13.2. The Buyer is not entitled to use, process, alter, combine, mix and/or sell the supply items subject to reservation of title of iQtemp or such items which replace them pursuant to the provisions of this clause 13 which are also covered by retention of title (each a "Reserved Item") without the prior written consent of iQtemp unless this is done within the Buyer's ordinary course of business. In the event that the Buyer sells the Reserved Item, all claims in the amount of the final invoice (including value added tax) arising from the resale against its buyers or third parties will be assigned to iQtemp already at this time.
- 13.3. The Buyer will remain authorised to collect this claim even after such assignment; however, iQtemp's authorisation to collect the claim itself will remain unaffected. iQtemp undertakes to refrain from collecting the claim as long as the Buyer meets its obligations to pay, is not in delay of payment and, in particular, no petitions to initiate insolvency proceedings have been filed and payments have not been suspended.
- 13.4. If the Reserved Item is processed or altered (section 950 German Civil Code, BGB) by the Buyer, such processing or altering will always be carried out for iQtemp as manufacturer in iQtemp's name and for iQtemp's account. iQtemp will directly acquire title in the newly created item or – if processing or altering makes use of materials belonging to two or more owners – pro rata co-title (fractional ownership) in it commensurate with the ratio of the value of the Reserved Item (gross invoice value) to the value of the other processed/altered materials at the time of processing/altering.

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- 13.5. If the Reserved Item is combined (section 947 German Civil Code) or mixed or mingled (section 948 German Civil Code) with items which do not belong to iQtemp, iQtemp will acquire directly pro rata co-title in the newly created item commensurate with the ratio of the value of the Reserved Item (gross invoice value) to the value of the other combined, mixed or mingled items at the time of such combining, mixing or mingling.
- 13.6. The Buyer will take out sufficient insurance cover for the Reserved Item insured against damage of all kind.
- 13.7. If the Buyer is in default of payment or fulfilment of other obligations arising from the reservation of title, the remaining debts will become due immediately.
- 14. Applicable Law; Place of Jurisdiction; Severability Clause**
- 14.1. German law shall apply to these GTC, excluding the UN Convention on Contracts for the International Sale of Goods (CISG). Luedenscheid is agreed to be the exclusive place of jurisdiction for all claims arising from the contractual relationship if the Buyer is a merchant, a legal entity or a special fund under public law or has no general place of jurisdiction in Germany.
- 14.2. Should individual provisions of this contract be or become invalid or ineffective in whole or in part, the effectiveness of the remaining provisions shall not be affected. The same applies in the event that the contract does not contain a provision that is necessary in itself.