

General terms of business

1. Scope of application, inclusion, formal requirements

- 1.1 The General Terms and Conditions of IB/E optics projects GmbH (hereinafter referred to as IB/E) shall apply exclusively. General terms and conditions of the customer shall not be accepted unless IB/E has expressly agreed to their validity in writing. The General Terms and Conditions of IB/E shall also apply exclusively if IB/E executes the transaction in the knowledge of conflicting or deviating general terms and conditions of the customer.
- 1.2 Verbal collateral agreements do not exist at the time of conclusion of the contract. Future agreements must be made in writing or text form to be effective. This also applies to the agreement or waiver of the written form specified here. Communication by e-mail is generally accepted. Proof of receipt of an e-mail is the responsibility of the respective sender.
- 1.3 Until the conclusion of a contract, the offer can be changed or withdrawn at any time by written notification from IB/E.

2. Offer and conclusion of contract

- 2.1 All offers and cost estimates from IB/E are non-binding. The period of validity of an offer is specifically defined in the offer. All offers refer to specific orders, but not to future orders, unless otherwise stated in the offer.
- 2.2 Information contained in circulars, advertisements, illustrations, price lists or similar are only binding if expressly referred to in the order confirmation.
- 2.3 Offer / project documents, plans, sketches or other technical documents as well as samples, catalogues, brochures, illustrations and similar shall always remain our intellectual property. Any utilization, duplication, publication, making available and presentation may only take place with our explicit consent. They may be reclaimed at any time. In any case, they must be returned immediately if the contract is not concluded.
- 2.4 In the case of orders via IB/E Shop, the contract is deemed to have been concluded as soon as the order confirmation sent electronically has reached the customer's sphere of control.
- 2.5 A contractual or statutory right of withdrawal of the customer expires if a reasonable period of time is requested to exercise the right of withdrawal and the withdrawal is not declared before the expiry of this period.
- 2.6 The contract with the customer shall only be concluded after IB/E has confirmed the order in writing.

3. Subject matter of the contract and other contractual documents

- 3.1 The scope of services to be provided by IB/E results from the agreement made between the parties, which was made on the basis of the offers of IB/E, other specifications, schedules, plans, drawings, supplements, etc.. Material and/or services not listed therein may be additionally invoiced to the customer if this or these are necessary for the fulfillment of the order.
- 3.2 IB/E is entitled to have the scope of services owed provided in whole or in part by third parties.

4. Place of performance, obligation to perform and deliver, transfer of risk, delivery periods

- 4.1 The place of performance for all mutual services under the contract shall be the registered office of IB/E in 94078 Freyung, Germany.
- 4.2 If the scope of services owed by IB/E includes the procurement of goods, these shall be collected by the customer at the place of performance. If IB/E undertakes to ship goods or workpieces, the risk of accidental loss shall pass to the customer as soon as IB/E has handed over the goods to the person designated by IB/E for shipment. The delivery shall be uninsured.
- 4.3 If the scope of services owed by IB/E includes the provision of goods or workpieces, partial deliveries are permitted.
- 4.4 Notified delivery periods are non-binding and compliance with them cannot be guaranteed. If the possibility of delivery depends on the delivery by a pre-supplier and if this delivery fails for reasons for which IB/E is not responsible, IB/E shall be entitled to withdraw from the contract. The customer is not entitled to compensation for this reason.

5. Force Majeure - Höhere Gewalt

- 5.1 IB/E shall not be liable in cases of force majeure. This includes all unforeseeable events as well as events which - insofar as they could have been foreseen - are outside the sphere of influence of the parties. These include in particular, but are not limited to, the following events : Natural disasters such as floods, storm surges, hurricanes and typhoons as well as other severe weather on the scale of a disaster, earthquakes, lightning, avalanches and landslides, fire, epidemics, pandemics, epidemics and infectious diseases (insofar as such has been declared by the WHO or a ministry or a risk level of at least "moderate" has been determined by the Robert Koch Institute), war or warlike conditions, riots, revolution, military or civilian coup, insurrection, blockades, authorities and government orders, strikes, lockouts.
- 5.2 In this case IB/E shall be entitled to extend delivery dates and deadlines depending on the extent and duration of the force majeure event and its consequences, without granting the customer/supplier a right of withdrawal from the contract or a claim for damages. IB/E shall not be in default for the period of the justified extension of the delivery date and deadlines.
- 5.3 Both parties are obliged to do everything in their power and reasonable to minimize the damage.

6. Remuneration, due date, partial performance

- 6.1 Unless expressly agreed otherwise, the remuneration offered shall be exclusive of the statutory value added tax applicable at the time of delivery. All ancillary costs, e.g. for freight, insurance, packaging, export, transit, import and other permits, as well as certifications, shall be borne by the customer. Likewise, the orderer shall bear all types of taxes, duties, fees, customs duties and the like which are levied in connection with the contract or reimburse them to IB/E against appropriate proof, unless expressly agreed otherwise, if the latter has become liable to pay them.
- 6.2 The costs for packaging, shipping, transportation and insurance are shown separately in the invoice.
- 6.3 Development costs shall be invoiced separately.
- 6.3 IB/E is entitled to demand a down payment of 35% of the agreed remuneration before or during the execution of the services owed. If a requested down payment is not made within 4 days, IB/E shall not be liable for non-compliance with bindingly agreed fulfillment dates. If IB/E becomes aware of additional facts after conclusion of the contract which give rise to doubts about the creditworthiness of the customer, IB/E may demand the entire agreed remuneration in advance.
- 6.4 Permitted partial services may be invoiced separately in full, provided that they are eligible for acceptance.
- 6.5 The receipt of the amount owed by IB/E is decisive for compliance with payment deadlines.
- 6.6 The remaining remuneration is to be paid by the customer without any deduction within 10 days of invoicing after completion of the contractual service. In the event of late payment, IB/E is entitled to demand interest per month at the usual market rate for the outstanding residual remuneration. In addition, IB/E is entitled to a lump sum compensation for damages caused by extrajudicial debt collection. The afore mentioned compensation amounts to 10% of the unpaid amount, but at least EUR 125 per invoice.
- 6.7 If the customer exercises an expressly agreed right of withdrawal for goods already delivered, he must pay 10% or 20% of the net invoice amount of the goods to be returned to cover expenses. Material that has already been processed, as well as material that has been ordered and delivered exclusively for the customer, will not be taken back.

7. Offsetting, right of retention, prohibition of assignment

- 7.1 The customer is not entitled to set off his own claims against payment claims of IB/E, unless the customer's claims are undisputed or legally established.

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- 7.2 The customer shall not be entitled to withhold IB/E's payment claims - including those arising from notices of defects - unless they result from the same contractual relationship.
- 7.3 The customer is not authorized to assign claims against IB/E arising from this contract to third parties.
- 8 Retention of title**
- 8.1 IB/E retains title to the delivered goods (reserved goods) until all claims arising from the respective transaction, including ancillary claims and all claims already due from the customer at the time of conclusion of the contract, have been settled in full.
- 8.2 If the reserved goods are processed by the customer, it is agreed that the processing is carried out for IB/E as manufacturer, without obligating IB/E further. IB/E further obligation, and IB/E immediately acquires ownership. If a new item is created by the processing by the customer including property of other suppliers, IB/E shall acquire ownership of the newly created item in proportion to the value of the reserved goods. the newly created item in the ratio of the value of the reserved property to the value of the newly created item. In the event that no such automatic acquisition of ownership should occur at IB/E, the customer hereby transfers his future ownership or co-ownership in the above-mentioned ratio to IB/E.
- in the above-mentioned ratio - co-ownership of the newly created item to IB/E as security. If the reserved goods are combined or inseparably mixed with other items to form a uniform item and if one of the other items is to be regarded as the main item, IB/E shall transfer to the customer, insofar as the main item belongs to IB/E, the co-ownership of the uniform item in the proportion specified in sentence 1.
- 8.3 The customer shall be obliged to cooperate in measures necessary to protect IB/E's property.
- 8.4 The customer shall maintain the delivered items at his own expense for the duration of the retention of title and insure them in favor of IB/E against theft, breakage, fire, water and other risks. He shall also take all measures to ensure that IB/E's title is neither impaired nor canceled.
- 9 Rights to software**
- 9.1 The respective underlying license terms (End User License Agreements or "EULA") shall apply to all software delivered to the customer.
- 9.2 A non-exclusive and non-transferable right of use for the internal operation of the services for which programs are supplied is granted for the associated documentation and subsequent supplements. For documentation that is produced on behalf of the customer and represents the services of IB/E, the customer shall be granted the desired number of individual licenses for end customers to the extent of a non-exclusive and non-transferable right of use.
- 9.3 Source programs are only provided on the basis of a separate written agreement.
- 10 Warranty, limitation of liability, statute of limitations**
- 10.1 The statutory warranty rights shall apply with the following modifications:
- 10.2 Insofar as the manufacture and delivery of goods is the subject of IB/E's contractual obligation to perform, IB/E warrants that they are free of material defects and defects of title, that these are free of material defects and defects of title.
- 10.3 Insofar as the development of software is the subject of IB/E's contractual obligation to perform, IB/E warrants that the software created has the agreed quality.
created software has the agreed quality and is not afflicted with defects that significantly impair its suitability for the use assumed under the contract. The customer is aware that according to the state of the art it is not possible to create a program completely free of errors.
- 10.4 Insofar as the provision of development services is the subject of IB/E's contractual performance obligation, IB/E warrants the provision of the services owed in compliance with the recognized rules of technology. IB/E shall not be liable in this respect for the achievement of the objectives pursued by the development activity.
- 10.5 Insofar as a certain development status is owed, IB/E warrants that this development status is not afflicted with defects that impair its suitability for the use assumed under the contract.
- 10.6 In case of defective manufacture and delivery of goods (10.2) or software (10.3) or in case of a defective development status (10.5), IB/E shall be obliged to remedy the defect by rework within a reasonable period of time. IB/E shall provide rework at its own decision by rectification of defects or by a new defect-free service. IB/E is entitled to make two attempts at subsequent performance. After two unsuccessful attempts at rectification, the customer may withdraw from the contract or demand a reasonable reduction of the remuneration.
- 10.7 The customer shall only be entitled to remedy the defect himself after the unsuccessful expiry of a reasonable period of time set by IB/E to remedy the defect. In the event of attempts at subsequent performance by the customer which are made without the prerequisites mentioned in sentence 1 being met, there shall no longer be any warranty claim in this respect in the future, unless IB/E has previously agreed to self-performance in writing.
- 10.8 IB/E shall endeavor (due diligence) not to infringe the property rights of third parties when fulfilling its contractual obligations. However, IB/E shall not search for potentially conflicting rights of third parties. This research obligation is incumbent on the customer. IB/E is therefore neither liable to the customer nor to third parties for a possible infringement of third party property rights, unless the customer has expressly informed IB/E in writing of any third-party property rights to be observed. The customer shall indemnify IB/E against the claim due to the infringement of third party property rights.
- 10.9 All rights of the customer resulting from a defective performance of IB/E shall expire after 12 months.
The commencement of the limitation period shall be governed by the statutory provisions.
- 10.10 Products or samples delivered by IB/E, services rendered, electronic or optical personalization processes as well as accompanying letters and inserts must be checked by the customer upon receipt or before use with regard to their functionality, completeness, errors or defects. Compliance with the agreed conditions and specifications must be confirmed by the customer confirmed in writing to IB/E. IB/E assumes no liability for defects or errors that have not been reported to IB/E by the customer.
- 11. Return Material Authorization (RMA) process**
- 11.1 If the customer wishes to return certain parts or machines for any reason, he must notify IB/E in writing in advance using the form provided by IB/E. If IB/E accepts the return of certain parts or machines, they will be provided with a Return Material Authorization (RMA) number. Only returns that have been expressly authorized by IB/E in advance and are provided with an RMA number will be accepted. For other shipments, IB/E reserves the right not to accept them and to return them at the sender's expense.
- 12. Further liability**
- 12.1 IB/E shall be liable in cases of intent or gross negligence in accordance with the statutory provisions. IB/E is liable for the slightly negligent breach of major obligations, the breach of which jeopardizes the achievement of the purpose of the contract and on the observance of which the customer regularly relies. In these cases IB/E shall only be liable for the foreseeable damage typical for the contract. IB/E shall not be liable for the slightly negligent breach of other obligations. The above limitation of liability does not apply to cases of injury to life, body and health as well as for deviations from guarantees and for fraudulently concealed defects. Liability under the Product Liability Act remains unaffected.
- 12.2 IB/E shall be liable for the fault of its vicarious agents and representatives to the same extent.
- 12.3 The provision of the preceding paragraph (12.1) extends to all grounds for liability in connection with this contract (in particular but not exclusively clause 10.) accordingly. This applies in particular to compensation for damages in addition to performance, compensation for damages instead of performance, tort claims and claims for compensation for futile expenses, regardless of the legal grounds, including liability for defects, delay or impossibility.

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13 Property rights

- 13.1 Property rights of IB/E, which are used in fulfillment of the contractual obligations of IB/E, remain exclusively with IB/E. The customer does not acquire any rights thereto. IB/E undertakes to grant the customer a non-exclusive, non-transferable right of use to the extent necessary.
- 13.2 Inventions made by IB/E employees in the course of the fulfillment of IB/E's contractual obligations (in particular development work) shall be claimed by IB/E without restriction. Corresponding property rights shall be registered by IB/E and shall be the exclusive property of IB/E.
- 13.3 Inventions made in the course of the fulfillment of IB/E's contractual obligations (in particular development work) by employees of IB/E and employees of the customer are to be claimed by both contracting parties. Corresponding industrial property rights shall be registered jointly by both contracting parties and, unless otherwise agreed, shall be owned equally by the contracting parties. Preparation and execution of the application shall be carried out by IB/E at the expense of both contracting parties in equal shares.
- 13.4 IB/E shall not be obliged to inform the customer if it does not continue industrial property rights, even if these may be of significance for the contractual services of IB/E for the customer.
- 13.5 Insofar as the development of software is the subject of IB/E's contractual obligation to perform, IB/E shall grant the customer a non-exclusive right to use the software for an unlimited period of time. The customer is not entitled to modify, decompile, edit, reproduce, etc. the software.

14 Confidentiality

- 14.1 The parties undertake, for the duration of the provision of services under this contract and for a period of 2 years thereafter after completion of the work, to treat the information disclosed to each other as strictly confidential and to take all necessary measures to avoid disclosure to third parties. This obligation applies to all information exchanged, regardless of whether it was communicated in writing, verbally or in any other way.
- 14.2 All documents exchanged shall remain the property of the respective originator and must be returned upon request after performance of the service.
- 14.3 The obligation to maintain confidentiality of the information communicated to each other shall not apply insofar as it was demonstrably known to the informed contractual partner or was known or generally accessible to the public prior to the communication or subsequently became known or generally accessible.

15. Guarantees

- 15.1 In the event of foreclosure against the customer and/or any other event that makes the performance of the contract by the customer in any way difficult and/or impossible, IB/E reserves the right to require the customer to provide appropriate guarantees or security, such as the creation of a lien on a part of the customer's property, a bank guarantee or a letter of credit.

16. Applicable law

The contracting parties agree with regard to all legal relationships arising from this contractual relationship, present as well as future after fulfillment of the contract, the application of German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

17. Place of jurisdiction

The place of jurisdiction shall be the court responsible for the place of performance if the customer is a merchant within the meaning of the German Commercial Code (HGB), 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. In addition, IB/E shall also be entitled to assert claims against the customer at its general place of jurisdiction.

18. Severability clause

Should individual provisions of these GTC be or become invalid, the remaining provisions shall remain valid.