

# General Terms of Delivery of the Company IIM Corp.

## I. General regulations

1. The general business terms of the company IIM corp. are exclusively valid in contract relations with employers according to § 14 of the Civil Code.
2. The mutual written explanations are authoritative for the amount of deliveries or services (in the following: deliveries). The general business terms of the customer are valid only in case that the IIM corp. particularly agreed in writing to these terms.
3. IIM corp. unrestrictedly reserves for the proprietary rights, utilization rights and copy right on the estimations, drawings and other documents (in the following: documents). The documents can be made accessible to a third company only after a previous agreement with IIM corp.; they are to be immediately given back to the IIM corp. on demand in case that no treaty is concluded. The sentences 1 and 2 are correspondingly valid for the documents of the customer; however these documents can be made accessible to a third company, in case that IIM corp. authorized this third company to be in charge with the deliveries.
4. The customer has the right to use delivered software with the previously agreed characteristics, in unchanged form and only on the previously agreed devices. The customer has also the right to make two back-up copies without making a particular agreement with the IIM corp.
5. Partial deliveries are allowed as long as the customer is expected to make them.

## II. Prices and terms of payment

1. The prices are to be interpreted ex works, excluding packing, plus the corresponding legal sales tax.
2. If the IIM corp. takes over the installation or the mounting, the customer will bear besides the agreed payment all other required additional costs such as travelling expenses, expenses for the transport of the equipment and of the personal luggage as well as the releases – unless the customer and IIM corp. made other agreements.
3. Payments are to be performed freely bank of the IIM corp.
4. The customer can set off only with such claims that are undisputed or legally valid.
5. The payment terms are effective as from the handing over to the first forwarder.

## III Reservation of proprietary rights

1. The objects and devices of the IIM corp. (reservation goods) remain the property of the IIM corp. until all the claims IIM corp. is entitled to according to the business connection are carried out by the customer. As far as the value of all security rights that accrue to the IIM corp. exceeds the amount of all secured claims by more than 20%, IIM corp. will release on demand of the customer a part of the security rights.
2. During the existence of the property reservation it is forbidden for the customer to mortgage or to make a security transfer; expanse sale is allowed but only to resellers – if this is part of their business area - and only under the condition that the reseller receives payment from its customers or he makes the reservation that the property does not pass to the customer until he has fulfilled his obligation to pay.
3. In case of seizures, confiscations or other decrees or interventions of a third company the customer has to immediately notify the IIM corp.
4. In liable offence of the customer against essential contract duties, especially in default IIM corp. is entitled after admonition to withdrawal; the customer is committed to return the delivered products. The withdrawal respectively the assertion of the property reservation or of the seizure of the reservation goods through the IIM corp. does not imply a resignation of the contract.

## IV. Periods for delivery and delay

1. The compliance of arranged time periods for deliveries presupposes the timely entrance of all documents that the customer has to provide, the entrance of required permissions and releases especially of plans, as well as the compliance of the arranged payment conditions and other obligations through the customer. If these prerequisites are not fulfilled on time, the time periods will be extended appropriately. This will not be valid if the IIM corp. is the one that is responsible for the delay.

2. If the non-compliance of the time periods is led back to a higher force such as mobilization, war, riot or similar events as for example strike or lock-out, the time periods will be extended appropriately.
3. In case that the IIM corp. falls behind with a service, the customer will have the right to demand a compensation for his loss but only if the damage can be proved. The height of the compensation is limited to 5% of the price of the delivery that could not be put usefully into operation because of the delivery delay.
4. Compensation claims of the customer that go out over the boundaries named under number 3 are in all cases to be excluded of belated delivery even after the expiry of an approximately extension fixed by the IIM corp. This is not valid as long as liability is compelling in case of intent and culpable negligence; a change of the obligation to present his case to the disadvantage of the customer is here not implied. The right of the customer to resignation after a fruitless course of one of the extensions fixed by the IIM corp. remains untouched.
5. If dispatch or delivery on demand of the customer are delayed more than one month after the notice of the delivery readiness, the customer can be calculated for each begun month warehouse money in the amount of 0.5% of the price of the objects of the deliveries, meaning however altogether at the most 5%. The contract parties are quite at liberty to prove higher or lower warehouse expenses. Further compensation resulting out of the acceptance delay remains untouched.

## V. Danger transition

1. The danger passes to the customer even in freight free delivery as follows:
  - a) In case of deliveries without assembly or mounting, that were brought to or picked up from the dispatch department. On demand and at the expenses of the customer the customer IIM corp. can assure deliveries against the usual carrier risks.
  - b) In case of deliveries with assembly or mounting, beginning with the arrival on the company grounds of the customer or of his client.
2. If the dispatch, the delivery, the start, the execution of the assembly or of the mounting, the taking over in the own operation or test operation are delayed because of reasons the customer is responsible for, or if the customer gets into acceptance delay, the danger will pass to the customer.

## VI. Assembly and mounting

Unless other agreements are made in writing the following regulations are valid for the assembly and mounting:

1. The customer has to prepare in due time and at his expense:
  - a) the objects and materials required for the assembly and for the setting into operation such as scaffoldings, lifting tables and other devices, fuel and lubricants;
  - b) sufficiently large, suitable, dry and lockable rooms at the assembly place for the storage of the machine parts, devices, materials, tools etc. and appropriate work rooms and stay rooms including appropriate sanitary units for the assembly personnel; for the protection of the deliverer's possession and for the protection of the assembly personnel the customer has to take exactly the same measures he would take for the protection of his own possession,
  - c) Protection clothing and protection devices required as a result of the special circumstances of the assembly place.
2. Before the start of the assembly working the customer has to put at the disposal of the assembly personnel unsolicited all the necessary details about covered electrical transmission lines, gas pipelines, water pipes or similar units as well as all necessary statically details.
3. Before the beginning of the assembly or of the mounting the objects and devices required for the work are to be placed at the assembly place; all groundwork before the beginning of the construction have to be as advanced as possible, so that the assembly or the mounting can be started and carried out without interruption as agreed. The transport ways and the assembly place or mounting place have to be levelled and cleared.
4. If the assembly, the mounting or the putting into operation are delayed because of circumstances IIM corp. is not responsible for, the customer will have to bear the costs for the waiting period and additionally for the necessary trips of the IIM corp. or of the assembly personnel.
5. The customer has to certify to the IIM corp. immediately at the end of each week the duration of the working hours of the assembly personnel as well as the completion of the assembly, mounting or putting into operation.

6. If the IIM corp. demands the acceptance test of the delivery after the completion, the customer will have to carry it out within two weeks. If this does not happen the acceptance test will be considered to have been carried out. The acceptance test is also considered to have been carried out, in the case that the delivery – if need be after the completion of an agreed test phase – has already been used.

#### **VII. Receipt**

Deliveries are to be received by the customer even if they have insignificant defects.

#### **VIII. Guarantees**

For defects which also include the lack of guaranteed characteristics IIM corp. is liable as follows:

1. All those components or services the usefulness of which is significantly reduced within 12 months as a result of a situation that happened before the danger transition – irrespective of the operating duration – starting from the day of the danger transition are to be freely improved, to be delivered again or to be furnished again according to the choice IIM corp. makes in such a case.
2. Guarantee claims raised because of a defect are in lapse within a year in case of the § 438 I nr.2 and § 634 a I of the Civil Code.
3. Defect rebukes are to be carried out in writing in order to be effective.
4. If the customer does not reprimand an obvious deficiency within two weeks he will lose his guarantee claims. This will be also valid if a deficiency is recognized but not reprimanded in the time period of two weeks.
5. In case of deficiency rebukes the payments of the customer can be held back to an extent that suits appropriately the appeared defects. As a rule the appropriate costs are the costs of the deficiency removal or the most however the double. If the contract belongs to the business of the customer's trade he will be able to hold back payments in case of a deficiency rebuke about whose accuracy nobody doubts.
6. IIM corp. is to be given the appropriate time and the opportunity to remove the deficiency. As a rule the appropriate period of time for the removal of deficiencies is 10 workdays. If this is denied the IIM corp. will be freed in this respect of the guarantee.
7. If one of the IIM corp. appropriate fixed extensions expires without IIM corp. trying to remove the deficiency, the customer will have the right to cancel the contract (cancellation) or to reduce the height of the payment (erosion). If the attempt to remove the deficiency fails, the IIM corp. will be allowed a second improvement attempt under the same conditions. Until then the assertion of the rights to cancel the contract or to reduce the height of the payments is deferred.
8. The guarantee does not extend on natural wear and tear or damages occurred after the danger transition as a result of defective or careless handling, excessive stress, unsuitable work equipment, deficient construction work, unsuitable underground or special external influences that are not presupposed in the contract as well as on non-reproducible software mistakes. If changes or repairing are carried out improperly by the customer or by a third company, IIM corp. will furnish no guarantee for these changes or for the consequences emerging from these changes. It is assumed that the deficiencies that may appear later are the result of these improper changes or repairing carried out by the customer or by a third company.
9. The guarantee period for after-improvements, replacement deliveries or replacement services amounts to six months; it lasts at least until the original guarantee period for the delivery object expires. The guarantee period for components that can not be usefully put into operation because of an interruption extends up to the duration of the operating interruption caused by after improvements, replacement deliveries or replacement services.
10. The time periods named under 1, 2 and 7 are not valid in case that the law prescribes according to § 638 of the Civil Code longer time periods.
11. Further guarantee claims of the customer towards IIM corp. and its fulfillment assistants are excluded; article IX (Other liability) remains however untouched.

#### **IX. Commercial patent rights and copyright**

In case that a third company raises justified claims towards the customer because of the injury of a commercial patent right or copyright (in the following: patent right) through products used in accordance with the contract and delivered by the IIM corp., IIM corp. is liable towards the customer as follows:

- a) IIM corp. is left to choose whether it obtains at its own expenses an utilization right for the product, changes the product so that the patent right is not injured or it replaces the product. If this is not possible for the IIM corp. under appropriate conditions it will have to take back the product against reimbursement of the selling price.

- b) The obligations of the IIM corp. named above will only be valid if the customer notifies immediately and in writing the IIM corp. about the asserted claims of a third company, if the customer does not acknowledge an injury and if all defence reactions and settlement actions are reserved for the IIM corp. If the customer suspends the utilization of a product for damage erosion reasons or other important reasons, he will be committed to inform the third company that the suspension of the utilization does not imply the recognition of the patent right injury.

1. Claims of the customer are excluded as long as he is responsible for the patent right injury.
2. Claims of the customer are excluded furthermore as long as the patent right injury is caused by special specifications of the customer, by an application that the IIM corp. could not foresee or in the case that the product is changed by the customer or used together with products that are not delivered by the IIM corp.
3. Further claims towards the IIM corp. are excluded; the article XI (Other liability) and the right of the customer to resign the contract remain however untouched.

#### **X. Impossibility, contract adaptation**

1. If IIM corp. deals with the impossibility to make a delivery because of reasons it is responsible for, the customer will have the right to claim compensation. However the compensation claim is restricted to 10% of the value of the delivery component that can not be usefully put into operation because of the impossibility. This is not valid as long as the liability is compelling in cases of intent, culpable negligence or initial inability. A change of the obligation to represent his case to the disadvantage of the customer is not implied. The right of the customer to resign the contract remains untouched.
2. In case that unpredictable events in the sense of article IV number 2 considerably change the economic meaning or the contents of the delivery or in case that 5th unpredictable events have a considerable influence on the business of the IIM corp. the contract will be appropriately adapted under the notice of trust and faith. As long as this is not economically justifiable, the IIM corp. has the right to resign the contract. If the IIM corp. wants to make use of this resignation right, it will have to announce the customer immediately after realizing the consequences of this event, even if for the time being it has arranged an extension of the delivery time with the customer.

#### **XI. Other liability**

Compensation claims of the customer rose irrespective for which right reason, but especially for positive breach of the contract, for the injury of the obligations during contract negotiation and for prohibited actions are excluded. This will not be valid if liability is compelling for instance in case of the product liability law or in case of intent, culpable negligence, lack of assured characteristics or in case of injury of important contract obligations. The compensation for the injury of essential contract obligations is limited however to the predictable damage that is typical for a contract as long as intent or culpable negligence does not exist. A change of the obligation to represent his case to the disadvantage of the customer is not implied in the regulations above. The liability exclusion is not valid in case of an injury of life, body and health.

#### **XII. Court jurisdiction**

1. The sole court jurisdiction for all disputes resulting directly or indirectly from the contract will be, according to the choice of the IIM corp., the headquarters of the IIM corp. or the registered office of the IIM corp. – if the customer is a full businessman.
2. For contractual relations the German law is valid under the exclusion of the agreement of the nations about contracts revolving around the international product purchase (GISG).

#### **XIII. Obligatory nature of the contract**

The contract is even in case of legal inefficiency of some points in its remaining parts obligatory. This is not valid in case that the adherence to a contract would mean an unreasonable hardness for one of the parties.