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1 Scope and Quote

- 1.1 These SPT apply for all contracts/orders for supplies and services, especially sales and service and work agreements and to hybrid forms between IPK and the Contractor (»CTR«).
- 1.2 In submitting a quote CTR agrees to these SPT, which shall become a component part of the contract, if IPK accepts the offer. CTR's standard business terms do not become a component part of the contract.
- 1.3 Deviations from these SPT shall be only effective if they are explicitly specified as deviation and confirmed in writing by IPK. The tacit acceptance of CTR's deliveries and services as well as any payment by IPK do not signify any acceptance of CTR's terms to the contrary.
- 1.4 The quote must meet the specifications of the enquiry or invitation to bid.
- 1.5 The expense of generating quotes and transmitting supplemental documents or information will not be compensated.

2 Prices and Delivery

- 2.1 Prices are set prices without value-added tax
- 2.2 Delivery is DAP *at point of reception* under Incoterms®2010 (delivery at the designated destination) including unloading.
- 2.3 Unless otherwise agreed, CTR must:
 - a) transfer the delivery to the definite installation site,
 - b) take out shipping insurance and bear the costs for this as well as the costs for customs and packing.
- 2.4 A delivery ticket must be enclosed with the delivery.

3 Order and order confirmation

- 3.1 The order/contract must be in writing. This also applies to changes.
- 3.2 For the fulfilment of the order the following applies in the following sequence, provided that this is not in conflict with the mandatory law:
 - a) the order document,
 - b) the contract documents including the tender documents,
 - c) these SPT,
 - d) in addition for contracts subject to VOL/A, VOB/A or VgV the relevant standard contract terms in the version applicable when the order is placed, by name for the execution of:
 - services: VOL/B,
 - construction works: VOB/B and VOB/C,
 - e) the German Civil Code (BGB) and other relevant legislation,
 - f) the relevant statutory and regulatory regulations (including standardisation and accident prevention regulations) each in the version applicable on the date of delivery.
- 3.3 IPK may revoke the order if the CTR fails to confirm it in writing within 2 weeks of receipt (order confirmation).

4 Farming out orders to third parties

- 4.1 Farming out orders to third parties and farming out parts of the order to subcontractors is not allowed without IPK's written consent.
- 4.2 Any breach of this will entitle IPK to withdraw from the contract, either in full or in part.

5 Delivery deadline and its ensuring

- 5.1 The delivery deadlines specified by IPK are binding (relative firm deal).
- 5.2 CTR must immediately notify IPK in writing, if CTR expects the missing of the deadline. There CTR gives the reasons for the delay and specifies its duration. The notification does not affect any eventual consequences of lateness.
- 5.3 In case of lateness IPK is entitled to claim late delivery compensation in the amount of 0.5 % for every week of delay commenced, but only up to a total of 5 % of the value of the order.
- 5.4 The right is reserved to assert damage compensation claims beyond this.

6 Customs and export control (deliveries from foreign customs jurisdictions)

- 6.1 CTR must contact IPK well enough in advance regarding customs clearance and import formalities.
- 6.2 CTR must report to IPK in written form in due time:
 - a) in any case:
 - the HS Code,
 - the country of origin,
 - b) if requested by IPK:
 - the supplier's declarations of preferential origin (from European countries),
 - the movement certificates (from non-European countries).
 - c) where applicable:
 - the registration of the goods to be delivered by an item of Annex I of the EC Dual-Use Regulation or of the German export list,
 - the registration in the U.S. Commerce Control List (concrete ECCN or as »EAR99«) or the USML (USML Classification No.).
- 6.3 CTR must indicate this information in all relevant documents (in particular the quote, delivery ticket and invoice). CTR shall bear all expenses and damages that result to IPK owing to the lack of incorrectness of this information.

7 Passing of risk and acceptance

- 7.1 The risk passes from CTR to IPK:
 - a) upon receipt of the goods,
 - b) if other performances over and above delivery (e.g. construction and installation) have been agreed, after acceptance of the overall performance by IPK,
 - c) if a trial run is provided for, after a faultless trial run by a joint inspection report.
- 7.2 CTR shall bear the burden of an acceptance, where it has been provided for.

8 Invoicing

- 8.1 CTR issues for every order a separate invoice. CTR breaks the invoice down in accordance with the order document. CTR designates partial and final invoices as such.
- 8.2 CTR addresses all invoices to the invoice address indicated in IPK's order document. CTR indicates the value added tax separately.
- 8.3 CTR indicates in all invoices:
 - a) IPK's order number,
 - b) IPK's value-added tax identification number (UIN):
DE 811 503 988.
- 8.4 CTR attaches to the invoice, with the exception of the delivery notes, all invoice-founding documents signed by IPK, such as in particular:
 - a) proof of performance, time sheet and material records,
 - b) acceptance protocol and inspection reports,
 - c) assembly certificate and other receipts.

8.5 The invoice is not due and will not be processed by IPK without the aforesaid conditions of item 8.

9 Payments

9.1 Unless otherwise agreed, IPK effects payments within 14 days minus 3 % cash discount or within 30 days net without deductions.

9.2 Payment and early payment discount deadlines start to run at the earliest with receipt of the invoice and the goods at IPK or where acceptance is provided for, when the delivery or service is declared accepted by IPK.

9.3 IPK may only be declared late in paying by being given a warning. Sec. 286 (3) BGB (German Civil Code) does not apply.

10 Warranty of quality and title

10.1 The specification and functions as stipulated shall be deemed to be contractually guaranteed. CTR shall guarantee fulfilment thereof and is therefore liable for damage incurred to:

- a) the object of the contract itself,
- b) other legal assets [according to Sec. 14 No. 2 b) bb) VOL/B].

This shall not apply if the CTR is not liable for the breach of obligation that is causal for the damage.

10.2 Should insignificant deviations from the agreed specifications of the order be made, CTR also assumes liability in the case that these eliminate or reduce the value or suitability regarding usual or contractually established use.

10.3 The costs of rectifying defects to be borne by the CTR comprise in any case expenditures for carrying out remedy of flaws as well as for packing, shipping and insurance costs.

10.4 Liability for defects also relates to replacement deliveries and services including subsequent improvement work.

11 Warranty periods

11.1 The warranty period begins upon acceptance of the performance (cf. item 7) and in the event that partial acceptance takes place, upon final acceptance.

11.2 The warranty period shall comprise 24 month, unless:

- a) the statutory period is longer,
- b) otherwise contractually agreed.

11.3 The deadline of the warranty period shall be suspended as from receipt of the written notice until CTR has successfully rectified the defects or refused the claim of (further) rectification.

11.4 In the case of replacement deliveries or repaired items, the warranty period shall begin again.

12 Compliance with norms and standards

12.1 CTR must ensure that appropriate measures have been taken to prevent corruption.

12.2 CTR must comply with the relevant laws of its country of registration as well as those of the countries where CTR operates in connection with its contract with IPK.

12.3 CTR shall furthermore be obliged to comply with the minimum standards set forth in the ILO core labour standards (www.ilo.org).

12.4 CTR shall undertake to carefully select and, in so far as is reasonable, to monitor its subcontractors and suppliers in order to ensure that they do not commit any legal violations within the contractual relationship.

13 Termination and withdrawal

13.1 IPK is entitled to cancel the contract for good cause, if CTR:

- a) is in serious breach of item 12,
- b) is in the process of liquidation,
- c) must be considered to be unreliable due to any demonstrable serious misconduct outside of proper business customs, especially in cases such as bribery, subsidy fraud [Secs 334 and 264 StGB (German Penal Code)] or similar actions,
- d) has deliberately made inaccurate statements in regard to its reliability as well as its qualifications and performance capacities in the tendering procedures,
- e) has submitted its bid on collusion to restrict competition (Sec. 298 StGB).

13.2 If IPK terminates the contract according to item 13.1,

- a) IPK will be entitled to return any performances already rendered and CTR is obliged to reimburse IPK for the compensation already paid for the returned performances,
- b) IPK must compensate CTR pro rata in the framework of the contract price for the value of performance not returned or already availed of,
- c) CTR will not be entitled to any other rights due to termination of the contract than claims to compensation for deliveries or services already availed of by IPK, whereby of statutory regulations only Secs. 347 through 351 and Sec. 354 BGB will remain unaffected and Sec. 7 (3) VOL/B will otherwise apply,
- d) CTR must compensate IPK for all damages directly or indirectly caused by termination of the contract.

13.3 If there is cause according to item 13.1 and if the CTR is liable for the same then the CTR must pay IPK a contractual penalty in the amount of 5 % of the value of the order. Damage compensation claims in accordance with item 13.2 d) will remain unaffected.

14 Provision of spare parts

14.1 CTR must put itself under an obligation to provide in connection with the delivery item complete spare parts documents to IPK and to maintain stocks of the spare parts indicated therein for a period of 5 years, reckoned from receipt of the goods and, where acceptance is provided for, from the date of acceptance of the delivery or service.

14.2 Upon request, the spare parts are to be supplied at any time for a corresponding invoice. In case of spare parts requisitions the price of the part may not be higher than is indicated in the spare parts documents provided but for increased costs caused by rises in prices or salaries and for which the CTR is not responsible an appropriate cost increment may be charged.

15 Intellectual property rights

CTR must hold IPK harmless against any third-party claims for direct or indirect breaches of intellectual property rights for which the CTR is responsible.

16 Applicable law, venue of performance and legal action

16.1 The law of the Federal Republic of Germany is applicable with the provisions of the UN Convention on the International Sale of Goods (CISG) expressly barred.

16.2 The venue of performance for deliveries/services will be the address indicated in the order document.

16.3 The venue of performance for payments is Gatersleben.

17 Miscellaneous

Should one or more provisions be or become fully or partially without legal effect this will not impair the legal validity of the remaining provisions. The same will apply in case of a gap in provisions.