

I. General

1. The following business conditions serve as the basis for all deliveries and services from INGENERIC to the customer, as well as the other legal relationships between INGENERIC and the customer, regardless where the customer is based, and apply as a component of the contract concluded between INGENERIC in question and the customer. The customer's own business conditions will not constitute contractual content even if INGENERIC does not expressly object to them when the order is accepted.
2. There are no oral side agreements to concluded contracts. Side agreements and contractual amendments must be in written form ("Schriftform" under § 126 et seq. of the German Commercial Code) to be effective. This formal requirement cannot be orally or tacitly cancelled or repealed.
3. The legal relationships between INGENERIC and the customer shall be governed exclusively by German law under exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG; the Vienna Convention) and German International Private Law.
4. The venue for all disputes between the customer and INGENERIC will be at INGENERIC's registered office unless a different exclusive jurisdiction exists. INGENERIC may bring an action at any other permissible venue.
5. The customer may withhold payments or other of its services, or set off against counterclaims, only insofar as its right of retention or counterclaims are uncontested, have become res judicata, or are ready for judgment in favor of the customer. The customer remains entitled to assert the plea of an unfulfilled contract.
6. INGENERIC may make technical modifications if they serve an improvement.
7. For contract initiation and execution, the processing of contact and interaction data of customer's contact person is required. INGENERIC processes this personal data based on a legitimate interest to ensure the traceability of the business relationship and to support communication in the execution of the contractual relationship. If the contractual service requires the involvement of other companies, the information will be passed on to these companies. This may also include companies outside of Europe. An appropriate level of data protection is ensured by INGENERIC in compliance with Art. 44 et. seq. GDPR.
8. In order to initiate and execute the contracts as well as subsequent services, INGENERIC transmits employee contact data to the customer in order to facilitate orderly communication and service processing. The customer may only use this data to execute the respective contractual relationship with INGENERIC.

II. Delivery and performance period; Impediments to performance

1. The delivery and performance period is set forth in the agreements between INGENERIC and the customer. It is binding as a fixed deadline only if this has been expressly agreed. INGENERIC will comply with it only if all commercial and technical contract details have been conclusively clarified between the contracting parties and the customer has fulfilled all its obligations, such as special cooperating actions, provision of materials or advance payments. If this is not the case, the delivery and performance period will be extended commensurately. If modifications to the scope of delivery and services become necessary later or are requested by the customer, the delivery and performance period will also be extended commensurately.
2. If a delay in delivery or performance is attributable to unforeseeable circumstances for which INGENERIC is not to blame, INGENERIC will not be liable for the delay and the delivery and performance period will be extended commensurately. This also applies to deficient or late self-

delivery, provided INGENERIC has performed an equivalent covering purchase and bears no culpability for the deficient or late self-delivery. INGENERIC shall notify the customer at the beginning and end of such circumstances as soon as possible.

3. If unforeseeable circumstances for which INGENERIC is not to blame (as set out in Paragraph 2) make contract fulfillment difficult for INGENERIC for a duration that is unforeseeable or that will jeopardize the contractual purpose, and INGENERIC will be unable to overcome the hindrance to performance with reasonable efforts, INGENERIC may withdraw from the contract. In such cases, INGENERIC shall inform the customer without undue delay about the circumstances making performance more difficult and, after exercising its right to withdraw, reimburse the customer without undue delay for any amounts the customer has already paid. Any claims of the customer beyond those to reimbursement will be excluded.

III. Shipping conditions; Payment terms; Prices

1. For the shipment of goods from INGENERIC to the customer, the most current INCOTERMS shipping condition shall apply to the contract. Unless otherwise agreed, all shipment deliveries from INGENERIC will be made in accordance with the INCOTERMS shipping condition "EXW (Ex Works) from INGENERIC manufacturing plant." If it has been agreed that INGENERIC shall insure the transport, this will cover only the transport from the manufacturing plant to the boundary of the customer's company premises.
2. Unless otherwise agreed, all invoices issued by INGENERIC will be due in full within 30 days after they have been received by the customer, into the account specified by INGENERIC. The timeliness of the payment will be determined by the date on which it is credited to INGENERIC's account.
3. INGENERIC may demand cash in advance or a down payment.
4. Unless otherwise indicated, agreed prices are net prices without any added statutory sales tax in the amount applicable at the time of the delivery or service.

IV. Retention of title

1. INGENERIC retains ownership of the product purchased through a purchase contract, contract for the production of a product, or contract to produce a work, until the customer will have fulfilled all payment obligations arising from the contract in question, also such obligations arising from the provision of ancillary services.
2. The customer may not sell or pledge the object under retention of title, nor transfer it by way of security, until all payment obligations have been completely fulfilled.
3. The customer may process or sell the object during the ordinary course of business (but not pledge it or transfer it by way of security) before all payment obligations have been completely fulfilled. The customer hereby assigns to INGENERIC in advance all claims against third parties arising from such processing or selling, to secure INGENERIC's payment claims. This assignment applies whether the goods subject to retention of title were processed before or after being sold. Despite the assignment, the customer remains entitled to collect the debt, and INGENERIC shall not collect the debt as long as the customer does not default in payment and there is no reason to initiate insolvency proceedings. Any processing and combining of the retained goods by the customer will be done exclusively for INGENERIC. If the goods are combined with other movable goods not belonging to INGENERIC, INGENERIC is entitled to co-ownership of the new item in the ratio of the procurement value of the reserved goods to the other items combined with it at the time of processing.

4. If the goods are pledged, seized or otherwise disposed of by third parties, the customer shall notify INGENERIC thereof without undue delay.
5. If the customer breaches the contract, especially by defaulting on payment, INGENERIC may take back the object – after withdrawing from the contract – and the customer must return it. In this case, INGENERIC may demand at its discretion that the customer delivers the object to INGENERIC's registered office, at the customer's own risk and expense, or allows INGENERIC to pick it up on site. If INGENERIC chooses to pick up the object, the customer shall grant INGENERIC unhindered access to the location and to the object for the duration of the uninstallation, allow INGENERIC to pick up the object, and remove at the customer's expense any obstacles that stand in the way of that pickup. INGENERIC may demand reimbursement from the customer for the costs of uninstallation and the pickup, in addition to compensation for other damages.

V. Claims due to defects ("warranty")

1. If the purchased object or work performance is defective when the risk is transferred, INGENERIC shall be liable under exclusion of further claims, but subject to liability for damage compensation under Section VI, only in accordance with the following provisions:
 - 1.1 INGENERIC shall repair all defective parts of the contractual object or replace them with defect-free parts, at its discretion and at no charge ("subsequent performance"). INGENERIC shall select the form of subsequent performance that is suitable and whose costs are proportionate, considering the overall circumstances. If replacement delivery is chosen, the customer shall compensate INGENERIC for the use the customer has made of the exchanged original delivery item in accordance with §§ 346–348 BGB (German Civil Code).
 - 1.2 Repair work must normally be carried out at INGENERIC's works. INGENERIC shall bear the regular expenses for subsequent performance, including the transport, road, labor and material costs (including the removal and installation or attachment within the meaning of § 439 (3) of the German Civil Code, insofar as the subject matter of the contract was installed in another object or attached to another object in accordance with its type and its contractually intended purpose) up to the place of subsequent performance. INGENERIC shall be at liberty to reduce the costs of subsequent performance (including removal and installation or attachment within the meaning of Section 439 (3) of the German Civil Code) by carrying out all necessary work itself, insofar as this can reasonably be deemed acceptable to the Customer. INGENERIC reserves the right to refuse subsequent performance or the costs linked with subsequent performance insofar as these costs are disproportionate costs within the meaning of § 439 (4) BGB. If the customer has transferred the contractual object to a location other than the contractually agreed location, causing the expenses of subsequent performance to increase, the customer shall bear the additional expenses on the basis of INGENERIC's price list that is valid at the time of performance, which will be handed over to the customer on request. If the customer is to bear additional costs incurred abroad, they will be based on the cost rates valid in the country in question.
 - 1.3 The customer may withdraw from the contract or reduce the contract price due to a defect only if INGENERIC – subject to the statutory exceptions – has allowed a reasonable grace period set for the repair or replacement delivery to expire to no avail, or if the subsequent performance fails a second time and another attempt at subsequent performance cannot reasonably be expected of the customer. In such cases, the right to withdraw is limited to defects that restrict the goods' usability.
 - 1.4 Claims to damage compensation can be asserted only in accordance with Section VI.

1.5 Normal wear and tear does not establish any defect claims.

1.6 Claims cannot be asserted for defects caused by the customer's failure to follow the installation or operator's manual, neglect to have the contractual object duly maintained, or maintenance of the object in deviation from the maintenance regulations (operating instructions). INGENERIC original replacement and wear parts must be used when maintaining the object.

1.7 If the contractual object breaches domestic industrial property rights or copyrights of third parties, INGENERIC shall at its expense procure for the customer the right to continue to use it or modify the purchase object for the customer in a manner that can be accepted by the customer and that no longer breaches protective rights. If this is not possible under economically reasonable conditions or within a reasonable time limit, both the customer and INGENERIC are entitled to withdraw from the contract.

The obligations of INGENERIC that have been mentioned are conclusive if a protective right or copyright is breached, subject to Section VI. They only exist insofar as

- the customer has not contributed to an increase of the damage due to a late notification of the asserted breach of a protective right or copyright,
- the customer supports INGENERIC to a reasonable extent in defending against the asserted claims and enables INGENERIC to perform the modification measures in accordance with the preceding paragraph,
- INGENERIC reserves all defensive measures, including out-of-court settlements, and
- the legal defects or legal violation were not caused by the customer, especially due to a specification of the customer or the fact that the customer has altered the contractual object autonomously or used it in a noncontractual way.

1.8 The exclusion of rights of the customer due to obvious or known defects for which a notice of defect is not sent without undue delay (§ 377 HGB (German Commercial Code)) remains unaffected.

2. If the customer, with the required consent from INGENERIC, takes actions to cure defects itself that INGENERIC was obligated to take under the preceding provisions, the customer will not be deemed a vicarious agent of INGENERIC to that extent. INGENERIC shall be liable for the consequences of such self-remedy only insofar as the customer acted as specified by INGENERIC. INGENERIC shall compensate the customer for the costs of its self-remedy up to the amount of the expenses that INGENERIC would have otherwise had to bear.
3. Unless otherwise agreed, liability for defects is excluded when **used items** are purchased.
4. Claims of the customer due to fraudulently concealed defects, or due to a guaranty of quality or durability assumed by INGENERIC, always remain unaffected.

VI. Liability for damage compensation

1. INGENERIC shall be liable for damages that did not arise on the contractual object itself, regardless of legal grounds, only:
 - if such defects were intentional, or
 - if the owner, the legal representatives, the executive bodies or the managerial vicarious agents were grossly negligent, or
 - if injury to life, limb or health has occurred, or
 - if INGENERIC fraudulently concealed such defects, or
 - within the scope of a guarantee promise, or

- if liability for personal or property damages is mandatory under the Product Liability Act.

If essential contractual obligations have been culpably breached (especially the obligation to provide prompt and defect-free delivery), INGENERIC shall be liable beyond the above extent even for the gross negligence of nonmanagerial vicarious agents and for slight negligence, limited in the latter case to damages that are typical for the respective contract and could have reasonably been foreseen.

Further claims are excluded.

2. INGENERIC's liability is especially excluded in the following cases, provided they are not INGENERIC's fault: Unsuitable or improper use or storage, faulty assembly or start-up by the customer or third parties, normal wear and tear, faulty or negligent treatment, improper maintenance, unsuitable operating materials. If the customer or third parties provide improper repair, INGENERIC will not be liable for the consequences. The same applies to alterations of the purchase or performance object without prior approval from INGENERIC.
3. The regulations under Section VII will apply to the statute of limitations for the customer's damage compensation claims based on defects to the purchase or performance object.

VII. Warranty period; Other statute of limitations

1. Unless otherwise agreed and regardless of legal grounds, **claims due to defects become time-barred** on expiry of **twelve months**
 - a) from delivery (for purchases for which INGENERIC is not obligated to bring in or install the contractual object),
 - b) from acceptance or deemed acceptance of the contractual object by the customer (for purchases for which INGENERIC is obligated to bring in or install the contractual object).
2. If INGENERIC renders services for subsequent performance, the statute of limitations begins to start anew only if INGENERIC has admitted its obligation to provide such subsequent performance without reservation. INGENERIC's admission of the obligation to provide subsequent performance will cause the statute of limitations to start anew only regarding the admitted defects. Services to provide subsequent performance that INGENERIC renders as goodwill will not be deemed an admission of the defects for which a complaint was submitted (which would cause the statute of limitations to start anew).
3. All of the customer's **other claims** against INGENERIC, regardless of legal grounds, **become time-barred** on expiry of **twelve months** from the time at which the customer learns of them or ought to have learned of them without gross negligence.
4. The statute of limitations remains unaffected for cases of recourse claims based on supplier recourse (§ 445b of the German Civil Code), in cases of intent, claims under the Product Liability Act.