

General Terms and Conditions of Sales and Delivery

(Version as of 01.01.2024)

Unless explicitly agreed otherwise, the following conditions exclusively apply:

1. Scope of Delivery and Services, Intellectual Property Rights

The scope of delivery and services is determined by the written order confirmation of sp.ICE GmbH (hereinafter referred to as the "Supplier"). Any subsequent additions, side agreements, and modifications require the Supplier's written confirmation.

The Supplier retains ownership and copyright over cost estimates, drawings, and other documents; these must not be made accessible to third parties.

For orders of delivery items whose design and composition are specified by the purchaser, the purchaser is responsible for ensuring that the design or composition does not infringe upon third-party rights. In the event of any claims made against the Supplier, the purchaser shall indemnify the Supplier.

2. Prices

Prices are ex works, including loading but excluding packaging. Prices are subject to the applicable statutory VAT. All prices are non-binding. The Supplier reserves the right to adjust prices in the event of changes to cost factors up until the time of delivery. Excess deliveries due to production-related reasons (see Section 6) must be separately compensated by the purchaser.

3. Payment Terms

80% upon order confirmation, 20% upon delivery. Invoices are payable within 14 days from the invoice date, without deduction, and must be transferred to the Supplier's designated payment account.

4. Delivery Time

The delivery period begins with the dispatch of the order confirmation, but not before all essential details have been provided if required from the purchaser. The delivery period is deemed met if the delivery item has left the factory before its expiration or, if dispatch is delayed for reasons beyond the Supplier's control, if notification of readiness for dispatch has been issued. The delivery period shall be appropriately extended in cases of force majeure and other obstacles beyond the Supplier's control, provided these affect the completion or delivery of the product. This also applies if such circumstances occur with sub-suppliers. The Supplier is only liable for damages due to delayed delivery in cases of intent or gross negligence.

5. Shipping and Transfer of Risk

For delivery without installation, risk transfers to the purchaser at the latest upon dispatch of the delivery parts. In case of delays caused by the purchaser, risk transfers on the date the shipment is ready for dispatch. Shipping is carried out at the purchaser's expense and risk. For delivery with installation, risk transfers to the purchaser on the date of acceptance. If a trial operation is agreed upon, risk transfers after the successful completion of the trial operation, provided that the trial operation follows immediately after installation and commissioning.

6. Acceptance and Fulfilment

The purchaser must accept delivered items, even if they have minor defects, without prejudice to the rights outlined in Section 7. Partial deliveries and excess deliveries due to production-related reasons are permissible.

7. Liability for Defects – Warranty Rights

If the delivery is not free from defects, the purchaser is entitled to the following rights:

a) Remedy of Defects (Rectification)

aa) The Supplier may, at its discretion, either repair or replace defective parts that prove to be unusable or significantly impaired (rectification). This right expires after twelve months from delivery.

bb) Defects must have been present before the transfer of risk. These include faulty design, poor materials, or defective workmanship. Such defects must be reported to the Supplier immediately in writing. Replaced parts become the property of the Supplier.

cc) For replacement parts and rectifications, the purchaser's warranty rights expire three months after completion of the rectification work, but no earlier than the expiry of the warranty period for the entire delivery item.

b) Price Reduction and Withdrawal

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If rectification is not possible or would involve disproportionate effort, the purchaser is entitled to reduce the price or withdraw from the contract, provided the defects outlined in para a) bb) are present.

The purchaser's right to withdraw requires that the Supplier, within a reasonable grace period set by the purchaser, fails to rectify the defect even on a second attempt.

c) Further Warranty Rights

Claims by the purchaser for material defects are conclusively regulated in Section 7. Any further claims are excluded. Claims for damages and reimbursement of expenses are subject to Section 10.

d) Statute of Limitations

Claims for material defects expire after 12 months, starting from the transfer of risk.

8. Retention of Title and Right of Withdrawal

Until all claims from the delivery contract have been fully paid, including any refinancing or reverse bills, the Supplier retains ownership of the delivered items. If delivery items from the Supplier (a) are processed and/or modified or (b) are combined with other items to form a new unified product, it is agreed that the purchaser shall transfer proportional co-ownership to the Supplier. (a) In proportion to the invoice value of the delivered items relative to the invoice value of the final product. (b) In proportion to the invoice value of the delivered items relative to the invoice value of the other goods. The purchaser stores the co-ownership on behalf of the Supplier.

The purchaser may resell the delivery item in the ordinary course of business but hereby assigns to the Supplier all claims arising from the resale in the amount of the delivery value (plus interest and ancillary claims). The assertion of retention of title and seizure of the delivery item by the Supplier does not constitute withdrawal from the contract, unless the Instalment Purchase Act applies.

If the Supplier is unable to fulfil its obligations for reasons beyond its control, it is entitled to withdraw from the contract, in whole or in part, without liability for damages.

The purchaser has a right of withdrawal if the Supplier fails to meet a reasonable deadline for rectification or replacement of a defect attributable to the Supplier, through its own fault. The right of withdrawal also applies in cases where rectification or replacement is impossible, or the Supplier is unable to perform.

9. Installation, Commissioning, and Trial Operation

For any installation, commissioning, or trial operation, the Supplier's installation conditions apply.

10. Compensation for Damages and Reimbursement of Expenses

a) The Supplier is liable for intentional misconduct and gross negligence in accordance with statutory provisions. Otherwise, the Supplier is only liable under the Product Liability Act for damages resulting from injury to life, body, or health or for the culpable breach of essential contractual obligations.

b) The Supplier shall not compensate for damages arising from the following reasons: Improper or unsuitable use, or failure to comply with operating instructions, Faulty installation or commissioning by the purchaser or third parties, Natural wear and tear, Faulty or negligent handling, Use of unsuitable operating materials and replacement parts, Defective construction work, Unsuitable building ground, Chemical, electrochemical, or electrical influences, unless these can be attributed to the Supplier's fault.

c) The Supplier's liability is limited to foreseeable and contract-typical damages, up to a maximum of EUR 1.5 million. This limitation does not apply if damages were caused intentionally or by gross negligence by legal representatives or senior executives of the Supplier, or if the Supplier is liable for injury to life, body, or health.

d) Claims for reimbursement of expenses are only valid under the conditions specified in Section 10a.

e) These provisions do not imply any change in the burden of proof to the detriment of the Supplier.

11. Jurisdiction – Place of Performance – Applicable Law

The place of jurisdiction is Limburg an der Lahn. The Supplier is also entitled to file a lawsuit at the purchaser's principal place of business. The place of performance for all payments by the purchaser is Limburg an der Lahn. The contractual relationship is subject to the material laws of the Federal Republic of Germany.

12. Partial Invalidity

If any provisions of these terms and conditions are or become invalid, the remaining provisions remain legally effective. The purchaser and the Supplier shall replace any invalid provisions with others that economically achieve the same purpose as the invalid provision.