

GENERAL TERMS AND CONDITIONS

FOR DELIVERIES AND SERVICES PROVIDED BY iMAR NAVIGATION GMBH

§1 Delivery and service scope

1. The mutual written declarations are decisive for the scope of deliveries or services. If a contract has been concluded without such mutual declarations being provided, the written order confirmation by the supplier/service provider is decisive or, in its absence, the client's written order.
2. The supplier reserves the full ownership rights and copyrights for cost estimates, software, drawings, and other documents. Drawings and other documents belonging to the offer need to be returned immediately upon request if the order is not placed with the supplier.
3. Side agreements are only effective if confirmed in writing.

§2 Price

1. Prices apply for delivery from the St. Ingbert plant, excluding packaging, excluding transportation charges, excluding any taxes, uninsured, and – in case of delivery inside of Germany - plus the VAT applicable at the time of delivery.

§3 Retention of ownership

2. Goods remain the supplier's property until all claims against the client arising from the business relationship are satisfied (extended retention of ownership).

§4 Payment terms

1. Payments are due for customers outside of Germany within 10 days from the invoice date without deductions.
2. Payments need to be made to the supplier's payment agent free of charges.
3. The client can only set off against undisputed claims or claims determined without further legal recourse.

§5 Deadlines for deliveries and services

1. The mutual written declarations are decisive for delivery periods and service provision deadlines. Compliance with deadlines requires the timely receipt of all documents to be supplied by the client, required permits, provisions, compliance with payment obligations, and fulfilment of all other obligations. If these requirements are not met on time, the deadline will be postponed commensurably. The deadline for deliveries is met if the ready-to-operate consignment has been shipped or picked up. If a delivery is delayed for reasons that the client is answerable for, the deadline is regarded as met if readiness for shipment has been communicated within the agreed period.
2. If the non-compliance with delivery dates or service provision deadlines is demonstrably attributable to mobilization, war, rioting, terrorism, strikes, lock-outs, pandemic events or the occurrence of unforeseeable events, the deadline will be postponed commensurably. If the non-compliance with delivery deadlines is caused by export permits for components and systems requiring them being delayed or refused by government authorities, the deadline will be postponed commensurably (see also §10).
3. If a deadline is not met for other reasons but those detailed in section 2 above, the client can – only insofar as this has been explicitly agreed and insofar as the client has incurred demonstrable losses from the delay – demand a delay compensation of 0.5 % of the value of the respective part of the delivery or service that could not be taken into useful operation because of the delayed completion of individual associated objects for every full month of delay, up to a maximum sum total of 3 % of this value.

4. Compensation claims of the client exceeding this limit of 3 % detailed in section 3 above are excluded in all cases of delayed delivery, also upon expiry of any extension possibly set for the supplier. This does not apply insofar as liability is mandatory in cases of deliberate intent or gross negligence.
5. If the shipment or delivery is delayed at the client's wish, the client can, starting from one month after notification of the readiness for shipment, be charged storage fees amounting to 0.5 % of the invoice amount for every started month, with the storage fees limited to 6 % unless higher costs can be demonstrated. The client needs to pay the invoice for the delivered item in keeping with §4.

§6 Transfer of Risk, Transportation Clauses

1. In general iMAR delivers the goods FCA (Free Carrier) St. Ingbert, if nothing else is agreed in writing. The risk passes to the client at delivery, if the ready-to-operate-shipment statement has been shipped to or collected by the client.
2. The packaging is executed with the greatest care according to INCOTERMS 000, if nothing else is agreed in writing.
3. At the client's express wish, the shipment will be insured against transport damage by the supplier at the client's expense.
4. If the client is provided with a delivery of goods for a trial period on loan, free of charge or for a fee, the client / recipient of the goods is responsible for adequately insuring them against transport damage, damage, and loss / theft during transport and loan period, and declares agreement with this by placing the order.
5. If the shipment, delivery or start of trial operation is delayed at the wish of the client or for reasons the client is answerable for, the risk passes to the client for the period of delay. The supplier is required to occasion the insurances demanded by the client at the client's wish and expense.

§7 Installation, assembly, briefing

All installation, assembly or briefing is subject to the following requirements, unless agreed otherwise.

1. The client is required to take care for the availability of the requisites needed for the installation and startup, including the required energy supply, and to provide them on time.
2. If the supplier has undertaken the installation or briefing against individual billing, the cost rates agreed for the order placement apply.
3. Travel costs, transport costs for manual tools and personal luggage, and the per diems for Sundays and public holidays are compensated separately.

§8 Acceptance

1. If iMAR intends to deliver goods suffered from minor defects, iMAR will provide a concession statement to client upfront with the request to confirm the agreement for the delivery. If the minor defects have no impact on performance and functionality for the foreseen application of the client, the parties shall find a mutual agreement for acceptance of the goods by the client.
2. Partial deliveries are permitted.

§9 Defects of delivered items

The supplier's liability for defects, also including the lack of warranted characteristics, is as follows.

1. All parts or services becoming unusable due to material defects or poor workmanship within 6 months, irrespective of their operating period, counting from the risk transfer date, need to be touched up, newly delivered, or newly provided at the supplier's option free of charge. Possible wearing parts are excluded from this. The discovery of such defects must be reported to the supplier immediately in writing. If the supplier and/or manufacturer supplying the supplier offers a different warranty period, this warranty period applies.
2. The client needs to allow the supplier the time and opportunity reasonably required to rectify defects. If the client refuses this, the supplier is released from the liability for defects.

3. If the supplier allows a reasonable grace period set for it to pass without rectifying the defect, the client can demand the contract to be rescinded (cancelled) or compensation to be decreased (reduced).
4. The client's right to assert claims for defects expires 6 months after delivery in all cases.
5. Warranty is excluded for development prototypes, prototypes, or pre-series deliveries. The liability for the consequences arising from this is moreover annulled by changes and repairs performed by the client or third parties.
6. Unless agreed otherwise, the warranty period for rectifications, replacement deliveries or replacement services amounts to 6 months.
7. Further claims of the client against the supplier or the supplier's vicarious agents are excluded, especially claims to the compensation of damages not suffered by the delivered item itself. This does not apply insofar as liability is mandatory under the Product Liability Act or in cases of gross negligence or deliberate intent.
8. The client, the client's customers and regulating agencies are granted the right to access the supplier's production facilities in keeping with the provisions of EN 9100, if the delivery of goods is agreed in writing to be made under EN 9100.

§10 Impossibility

1. If the impossibility of contract fulfilment is attributable to a decision by government authorities (e.g. refusal of an export permit), the supplier has an unreserved right to withdraw from the contract without any obligation to provide a replacement delivery and without any obligation to pay compensation.
2. If the client has requested the supplier to already initiate major production steps before the export permit is issued for reasons of time, the supplier is entitled to invoice the client with the associated costs irrespective of the export licence being issued.

§11 Place of jurisdiction

1. The parties will endeavour to settle any disputes to arise out of court.
2. If no out-of-court settlement is achievable, St. Ingbert (Saarbrücken) / Germany is to be regarded as the exclusive place of jurisdiction for all disputes directly or indirectly arising from this contractual relationship.
3. All contract provisions are exclusively governed by German law.

§12 Binding force of the general terms and conditions

1. In the event of individual paragraphs of these General Terms and Conditions being legally ineffective, they will nonetheless remain binding in all their other parts. The ineffective paragraphs will in this case be replaced by provisions most closely approximating the two parties' intentions.

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