

General Terms and Conditions of Business of IDE-COMPRESSORS e.K. for Purchase Contracts, Contracts for Work and Contracts for Work and Materials

I. General provisions/scope of application:

1. These General Terms and Conditions (GTC) shall apply to all purchase contracts, contracts for work and materials with customers of IDE-COMPRESSORS e.K. (hereinafter referred to as "IDE") for all products and equipment sold by IDE, including accessories and spare parts, as well as to service contracts such as installation, maintenance and training. In addition, the GTC shall apply mutatis mutandis to contracts for work and services, unless the nature of the contract for work and services excludes the application of the GTC. The GTC shall apply exclusively. Deviating and/or supplementary provisions, in particular conflicting terms and conditions of the customer, shall only apply if and insofar as IDE expressly confirms their validity in writing. These GTC shall also apply if IDE unconditionally performs the contractual (ex works) delivery, service, etc. in the knowledge of conflicting and/or supplementary terms and conditions of the customer. In the event of an ongoing business relationship, these GTC shall apply in their current version and - even without specific reference or reference - also to all future transactions, in particular also to calls or (repeat) orders placed verbally or by telephone.
2. individual agreements made with customers shall take precedence over these GTC. Subject to proof to the contrary, the basis for the content of such an individual agreement shall be the written contract concluded between the parties or the written order confirmation from IDE.
3. All business communications that IDE prints out using electronic data processing or sends by email, such as order confirmations, invoices, credit notes, account statements and payment reminders, shall also be deemed to have been sent by IDE and payment reminders, shall be valid and legally binding even without a signature.

II. Cost estimates and contract conclusion:

1. Unless expressly agreed in writing, all offers made by IDE non-binding and non-binding and are subject to acceptance of deliveries by IDE. written order confirmation shall be binding unless IDE has already provided the requested service or the service has already been invoiced to the customer. Confirmation of receipt of electronic orders (e-mail) does not constitute binding acceptance of the order. However, IDE may, at its own discretion, combine the confirmation of receipt with a declaration of acceptance.
2. If IDE requires an export license to fulfill its performance obligations, the contract shall be concluded subject to the condition precedent that an export license is granted.

IDE is obliged to apply for a corresponding permit from the competent authority. If the application is rejected, IDE shall be released from all further obligations.

3. Ownership and copyrights, in particular the right of reproduction and distribution rights, to images, designs, calculations and other documents that the customer receives in connection with an offer from IDE or otherwise shall be reserved. These documents may not be made accessible to third parties, except for the purposes of resale, and are upon request to IDE if no contract is concluded or the contract fails.
4. The customer shall be liable for the accuracy and completeness of the documents to be supplied by it, such as templates and drawings, as well as for its rights thereto. If third-party property rights are infringed during the execution of an order, in particular through the manufacture of products based on designs, templates or other information provided by the customer, the customer shall indemnify and hold IDE harmless in respect of all claims of the property right holder (including any legal costs).
5. A contract concluded between the customer and IDE may only be terminated by the customer with IDE's express consent. If IDE agrees to a cancellation, IDE shall be entitled to a flat-rate cancellation fee of 10% of the gross order amount. IDE reserves the right to prove to the customer that the cancellation has resulted in higher damages.

III. Prices and terms of payment:

1. Unless otherwise agreed, the prices quoted by IDE include packaging ex works Brannenburg, Germany. Transportation costs shall be borne by the customer. Unless expressly stated otherwise, the prices are net prices and do not include statutory VAT. Confirmed prices shall only apply if the confirmed quantity is accepted. Deliveries and services that are not part of the offer (e.g. in the event of subsequent changes to the contract) shall be invoiced separately.
2. If the list price at the time of delivery is higher than the price agreed with the customer, this higher list price shall apply if the delivery is made later than four months after conclusion of the contract for reasons for which the customer is responsible. This shall not apply if the invoice has already been issued and paid by the customer.
3. Unless otherwise agreed, the (purchase) price (without deductions) is due for payment within ten days of notification of readiness for acceptance and invoicing (invoice date). Deviating payment terms are listed in the invoice.

Payments by the customer shall be made exclusively to IDE. IDE reserves the right to demand advance payments from the customer; IDE shall announce such a demand in the order confirmation at the latest.

4. After expiry of the aforementioned payment period (or a longer period agreed in an individual contract), the customer shall be in default. During the period of default, interest at the statutory rate shall be payable on the respective payment amount. IDE reserves the right to claim further damages.

5. If the customer is in arrears with payments due, IDE shall have the right to withhold delivery of other orders placed by the customer. If the overdue amounts are paid in arrears, IDE shall be entitled to make a new delivery at its reasonable discretion, taking into account the other delivery obligations.

6. IDE has the right to assign payment claims to third parties.

7. The acceptance of bills of exchange and checks shall require IDE's consent and shall only be accepted on account of payment. Discount charges and other ancillary costs shall be borne by the customer.

8. If the customer fails to meet its payment obligations (e.g. if a check or bill of exchange is not honored) or if an application for the opening of insolvency proceedings is filed against it or insolvency proceedings are opened, IDE shall be entitled to declare all claims due and payable irrespective of the term of any bills of exchange accepted but not yet due. Furthermore, IDE shall then be entitled to make outstanding deliveries only against advance payment or provision of security. If no advance payments are made or securities provided even after a reasonable deadline has been set, IDE shall be entitled to rescind the contract in respect of the services not yet provided with the consequence that all claims of the customer in respect of the services not yet provided shall lapse. In such cases, IDE may, in addition to or instead of rescission, also assert threats or reservations of title in accordance with the provisions of Section V below.

IV. Tolerances in the performance parameters:

1. The product description of IDE and, where applicable, of the manufacturer of the product delivered to IDE shall be deemed to be agreed as the quality of the goods or services. Promises and guarantees made by IDE shall only be binding if they are made expressly and in writing. IDE shall only be liable for public statements made by third parties, in particular in advertising, if IDE has caused such statements to be made and if the customer's decision to purchase was actually influenced by such statements. The information, drawings, illustrations, performance descriptions, dimensional and weight specifications and other performance data provided in catalogs, price lists, brochures, circulars, other advertising, other publications or the documents pertaining to the order are approximate to the extent customary in the industry and are therefore of limited binding force.

They only contain guarantees if they are expressly designated as such by IDE in writing. Any reference to DIN standards shall only serve to describe an item in more detail and shall not constitute a guarantee unless such a guarantee has been expressly agreed.

2. Reasonable deviations (tolerances) from the performance data do not constitute a material defect. This

applies in particular to the following tolerances: - Delivery quantity for breathing air compressors: measured with cylinder filling at 0-200 bar - +/- 5 %. Delivery quantity for industrial air and gas compressors: measured in accordance with VDMA 4362 with flow meter against 0.8 times final pressure - +/- 5

Power consumption: KW +/- 5 % - Compressor speed: 1/min +/- 5 % - Operating pressure (final pressure): bar +/- 5 % - Set pressure safety valve: bar +/- 5 % - Operating voltage: Volt +/- 10 %, frequency Hz +/- 1 % - Sound pressure in decibels at a distance of 1 m: +/- 2 db - Net weight: kg +/- 10 % - Dimensions: m +/- 10 %

3. IDE reserves the right to make design changes to devices without prior notice if these are customary in the industry and reasonable for the contractual partner; this applies in particular to changes to individual parts that IDE obtains from suppliers. Design changes are always reasonable if they are based on a change in the statutory or other regulations applicable to the respective products or if the performance data, including the tolerances, are not impaired by the changes and there are no significant restrictions on use by the customer. In the event of design changes during ongoing production, the customer may not demand that devices that have already been delivered be retrofitted, particularly not in the case of products that IDE procures from suppliers.

V. Retention of title:

1. IDE shall retain title to the movable items until the (purchase) price has been paid in full.
2. In the case of an ongoing business relationship with the customer, IDE shall retain title to movable items until all claims arising from this business relationship have been paid.
3. The customer shall be entitled to resell and transfer the products supplied by IDE in the ordinary course of business. The customer hereby assigns to IDE its claims arising from the resale of the products supplied by IDE. If the customer includes the claims from the resale of the products in a current account relationship, it shall assign the claims from the closing balance to IDE; the amount shall be limited to the purchase price claims of IDE for the products resold by the customer. IDE accepts these assignments.

4. If the customer processes the products supplied by IDE, IDE shall become the owner of the new movable item produced. If the manufactured item is not manufactured exclusively with IDE's products, IDE's co-ownership share shall be based on the ratio of the value of its products to the value of the other products, used in the manufacture of the new item.

5. The customer shall be entitled to resell and transfer the new item created by processing in the ordinary course of business. The customer shall assign its claims from such resale to IDE in proportion to IDE's co-ownership share in the item sold. If the customer includes its claims in a current account relationship, it shall assign its claims from the closing balance to IDE; the amount shall be limited to the proportion of the customer's claims corresponding to IDE's co-ownership share in the purchased item. IDE accepts the assignment.

6. IDE revocably authorizes the customer to collect the claims assigned to IDE. The authorization to collect shall expire, even without being revoked, if the customer is over-indebted and/or insolvent, if it is at risk of becoming insolvent, or in the event of a significant deterioration in its assets. If the authorization to collect expires, the customer shall be obliged to notify the third-party debtor of the assignment of the claim to IDE in writing without delay and to inform IDE of the notice of assignment. Furthermore, the customer shall be obliged to provide IDE on request with all information and documents required to assert the assigned claims.

7. At the customer's request, IDE shall release the securities to which it is entitled to the extent that the realizable value of the items still in IDE's possession and the claims assigned to IDE exceeds 120% of IDE's claims arising from the ongoing business relationship with the customer. When selecting the securities to be released, IDE shall take into account the customer's legitimate interests.

VI. Guarantee:

1. The customer shall only be entitled to warranty claims if he has statutory inspection and complaint obligations. The customer is obliged in all cases (even independently of the statutory obligations) to inspect the goods properly on arrival. The customer shall note all recognizable defects, shortages or incorrect deliveries on the delivery bill or consignment note immediately upon arrival of the goods, but no later than five working days after receipt, and shall in any case notify Aerotecnica Coltri in writing before processing or installation. Otherwise, the deliveries shall be deemed accepted. The customer shall bear the full burden of proof for all conditions of the claim, in particular for the damage itself, for the time of its discovery and for the timeliness of the notice of defects.

2. The occurrence of a warranty obligation is subject to the condition precedent of proper installation of the devices and other items supplied by IDE. The warranty obligation shall lapse if the delivered goods are modified by third parties or by the installation of third-party parts, unless the modification is not the cause of the defect. It shall also lapse if the customer disregards regulations on commissioning and a defect is caused as a result.

3. The warranty period is 1 year from the transfer of risk. The provisions on the limitation period for recourse claims of the contractor against the supplier remain unaffected in any case.

4. The warranty obligation shall lapse if the customer has not given IDE the necessary time or opportunity to carry out the repairs or replacement deliveries deemed necessary by IDE after reporting the defect. Only in urgent cases where operational safety is jeopardized, to prevent disproportionate damage or if IDE is in default with remedying the defect shall the customer have the right to remedy the defect itself or have it remedied by third parties.

and to demand reimbursement of the necessary costs from IDE.

However, the condition applies that IDE must be informed of the damage immediately.

The customer shall not have the right to remedy the defect itself or have it remedied by a third party if IDE is not legally obliged to provide subsequent performance.

5. The warranty shall be limited, at IDE's option, to a replacement delivery free of charge and carriage paid within the territory of the European Union and the European Economic Area or rectification ("subsequent performance"). Subsequent performance shall neither include the removal of the defective goods nor the installation of new goods, unless IDE was responsible for the installation of the goods in the first place. If a defect actually exists, IDE shall bear the expenses necessary for inspection and subsequent performance, with the exception of the costs of installation and removal, unless the installation of the goods was not the subject matter of the contract.

The costs arising from an unjustified request to remedy defects (e.g. inspection and transportation costs) shall be borne by the customer. In the event of a replacement delivery, the goods complained of shall become the property of IDE at the moment IDE accepts the complaint. Additional costs incurred due to impeded access to the factory or insufficient working space or due to delivery to a warehouse outside the European Union or the European Economic Area shall always be borne by the customer.

If the customer receives defective manuals/assembly instructions, IDE shall only be obliged to supply manuals/assembly instructions that are free of defects. This obligation shall not apply if the defect in the assembly instructions does not prevent proper assembly.

6. If the customer chooses to withdraw from the contract due to a defect after subsequent performance has failed, he shall not be entitled to any additional claim for damages. If the customer chooses to withdraw from the contract after subsequent performance has failed, the goods shall remain with the customer if this is reasonable. In this case, compensation shall be limited to the difference between the purchase price and the value of the defective item. This shall not apply if IDE has deliberately caused the breach of contract.

7. Even in the event of defects, claims by the customer for damages and/or compensation for expenses shall only exist in accordance with these GTC and are otherwise excluded. In particular, damage caused by unsuitable and improper use, faulty or improper assembly or commissioning by the customer or third parties, normal and natural wear and tear, faulty or negligent handling, use of unsuitable operating materials, improper storage and climatic, chemical, electrochemical and electronic influences shall be excluded from the warranty, unless these are attributable to fault on the part of IDEi. The same applies to damage caused by non-compliance with the assembly, operating and maintenance instructions, as well as to damage caused by improper modifications or repair work by the customer or third parties and the influence of third-party parts, as well as from further use despite the occurrence of an obvious defect.

8. IDE does not assume any liability for material defects. In particular, IDE's duty to procure shall not give rise to any liability on the part of IDE for any damage caused by the defect, regardless of fault. In the event of resale to a consumer, the customer shall be obliged to refuse subsequent performance to the consumer if subsequent performance would only be possible at disproportionate cost. If the customer resells the item to an entrepreneur, the customer must also oblige the entrepreneur to refuse subsequent performance to a consumer if subsequent performance would only be possible at disproportionate cost. This means that IDE shall only reimburse the customer for the costs of subsequent performance if the costs are not disproportionate.

VII. Delivery times, delivery and acceptance:

1. The dates and deadlines specified by IDE for deliveries and/or services are only approximately binding unless they have been guaranteed in writing as specific calendar dates. Specified delivery periods shall always commence upon dispatch of the written order confirmation, but not before the customer has provided the documents to be procured and/or fulfilled other duties to cooperate and not before any necessary official certificates or approvals have been received. If the customer is obliged to make an advance payment, the delivery period shall not commence until IDE has received the advance payment in full.

2. The delivery and performance deadlines shall be deemed to have been met if the delivery item has left IDE's factory or warehouse or the customer has been notified of readiness for dispatch or the service has been rendered before the delivery and performance deadlines have expired. IDE shall be entitled to make partial deliveries to an extent that is reasonable for the customer. If acceptance is to take place, the notification of readiness for acceptance or prior acceptance shall be decisive, except in the case of justified refusal of acceptance.

3. If IDE is prevented from meeting agreed delivery dates for reasons for which IDE is not responsible (e.g. force majeure, sovereign intervention, disasters, war, riots, labor disputes in its own plants, suppliers' plants or means of transport), IDE shall inform the customer thereof without undue delay; IDE shall make delivery at a later date when the cause of the impediment has been removed. If delivery is delayed by more than four months, IDE and the customer shall be entitled to refuse delivery and withdraw from the contract. In the event of rescission, the customer shall have no further rights or claims for non-delivery or late delivery for these reasons, even if these reasons only arise after the delivery period has already been exceeded or IDE is in default.

4. If the delivery or performance times are exceeded, the customer shall be entitled to the statutory rights. However, a delay in delivery shall not occur until a grace period set by the customer has expired. There shall be no claims for damages due to delay, irrespective of the legal grounds, unless IDE is guilty of intent or gross negligence.

5. If the customer is in default of acceptance or if the delivery is delayed for other reasons for which the customer is responsible, the customer shall be obliged to bear the resulting damages and costs.

(in particular storage costs), starting one month after notification of readiness for dispatch or after expiry of the delivery period. IDE shall be entitled to charge a flat rate of 1.0% of the invoice amount for the goods for each month or part thereof plus any costs for storage, preservation and any new acceptance to guarantee the warranted characteristics. The customer shall be entitled to provide evidence of lower damages, just as IDE shall be entitled to provide evidence of higher damages and to assert further statutory claims (e.g. reimbursement of additional costs, withdrawal). The aforementioned lump sum shall be set off against IDE's further payment claims against the customer.

6. Compliance with delivery and performance deadlines is conditional upon the customer fulfilling its contractual obligations. At IDE's request at any time, the customer must confirm in writing that it is ready to accept the goods and that any necessary preparatory work has been completed prior to delivery. If the customer refuses to do so or refuses to accept the goods, it shall be in default of acceptance. In this case, IDE shall be entitled to demand liquidated damages in the amount of 10% of the gross order value; otherwise, the provisions in section VII.5. mutatis mutandis.

7. Delivery by IDE shall be ex works (EXW). If the place of business as defined above is not specified in an individual order, the following places of delivery shall apply:

-Spare parts and systems: IDE-COMPRESSORS e.K.

Wendelsteinstrasse 11, 83098 Brannenburg / Germany

-If, in individual cases, the goods are to be sent to a different place of destination has been agreed, IDE shall be entitled to determine the type of transportation, the means of transportation, the transportation route and the type and scope of the necessary protection and the selection of the forwarding agent or carrier as well as the packaging; IDE shall make these decisions at its reasonable discretion and to the exclusion of any liability with the customary care. At the customer's request and expense, IDE shall insure the consignment against theft, breakage, transportation, fire and water damage and other insurable risks.

8. If the transaction is based on a contract for work and services, the customer shall be in default of acceptance of the service if it does not accept the service within one week of handover, notification of completion or invoicing. Acceptance shall be deemed to have taken place if the customer puts the service into operation without complaint fourteen days after handover, notification of completion or invoicing and has drawn IDE's attention to this consequence at the time of handover, in the notification of completion or when the invoice is issued.

VIII. Transfer of risk:

1. The risk of accidental loss and accidental deterioration shall pass to the customer as soon as IDE makes the goods available for collection or delivery (ex works, EXW), even if IDE has assumed further services, e.g. the shipping costs. If a type of delivery other than "ex works" has been expressly agreed, the risk, including the risk of delay, shall pass to the customer upon handover to the forwarding agent, carrier or collector; this shall also apply to carriage paid delivery or delivery free domicile. Only and exclusively in the event of delivery by IDE itself shall IDE bear the risk until delivery to the place of destination. The foregoing shall also apply to partial deliveries.

2. Delivered items must be accepted by the customer, even if they have minor defects, without prejudice to the rights under Section VI. Complaints due to transport damage must also be asserted by the customer himself in good time to forwarding agents, carriers and their insurance companies or similar.

IX. Liability for defects:

1. IDE's liability for material defects shall be limited to € 3,000,000.00 (3 million euros).

This limitation of liability does not apply in the case of

- a) damages resulting from injury to life, limb or health caused by a grossly negligent breach of duty by IDE or an intentional or grossly negligent breach of duty by a legal representative or vicarious agent of IDE;
- b) other damage caused by a grossly negligent breach of duty by IDE or by an intentional or grossly negligent breach of duty by a legal representative or vicarious agent of IDE;
- c) damages resulting from the breach of material contractual obligations or material ancillary obligations that are not merely slightly negligent, on the fulfillment of which the customer may rely and which are important for achieving the purpose of the contract (cardinal obligations); in this case, IDE's liability shall be limited to compensation for foreseeable, typically occurring damages;
- d) damages due to defects in the purchased item if IDE has assumed a guarantee for the quality of the item;
- e) Defects that IDE concealed with malicious interventions.

2. IDE shall not be liable for loss of profit, loss of savings, damages arising from third-party claims and other indirect and consequential damages or for the loss of recorded data, unless IDE has created a special trust in facts in this respect. IDE shall only be liable for the recovery of data if the customer has ensured that this data can be reconstructed from other data stocks with reasonable effort.

3. The above exclusions and limitations of liability apply accordingly to non-contractual and pre-contractual liability. However, they do not apply to the damages specified in sections 1 a) to b).

e). They also do not apply to claims under the Product Liability Act.

4. To the extent that IDE's liability is limited or excluded, this shall also apply to the personal liability of IDE's employees, representatives and other vicarious agents.

5. The customer's claims for damages shall lapse upon expiry of the warranty period specified in Section VI. 3.

3. with the exception of damages resulting from injury to life, body or health, damages resulting from intentional, fraudulent or grossly negligent behavior or from the breach of cardinal obligations as well as claims under the Product Liability Act; these claims shall become time-barred in accordance with the statutory periods.

6. The customer may only rescind or terminate the contract due to a breach of duty that does not consist of a defect in the goods if IDE is responsible for the breach of duty.

7. None of the above provisions shall lead to a change in the allocation of the burden of proof laid down by law or by the courts.

X. Rights of retention, rights to refuse performance, offsetting

1. The customer shall only be entitled to offset counterclaims if its counterclaims have been legally established, are undisputed or have been recognized by IDE. Rights of retention or other rights to refuse performance can only be exercised vis-à-vis IDE if and insofar as they are based on the same contractual relationship. Even in an ongoing business relationship, each individual order shall be deemed a separate contractual relationship.
2. The customer shall not be entitled to assert a right to refuse performance under Section 320 BGB or a right of retention under Section 273 BGB unless these rights are based on a defect in the purchased item for which IDE has already received a part of the remuneration corresponding to the value of its performance, or on counterclaims of the customer that are undisputed, legally established or recognized by IDE.

XI. Copyrights and infringements of property rights:

1. the customer guarantees not to make or have made any copies or imitations of IDE's products. The customer acknowledges that IDE's products are protected against copying and imitation by patents and other industrial property rights. Any infringement of these rights may have serious consequences under criminal law and shall entitle IDE to assert claims for damages and injunctive relief against the customer.
2. If the scope of delivery also includes operating software requiring a license, IDE shall grant the customer, upon full payment of all invoices for the delivery, a simple, non-exclusive right to use this software in the form current at the time of delivery (release) on the devices supplied, which are only transferable in conjunction with the associated hardware. Special license conditions apply to user software, which are provided to the customer together with the respective software. The customer is obliged to use the software exclusively within the scope of the authorizations granted.
3. The customer acknowledges that software contains or may reproduce trademark rights, know-how and other intellectual property and that these rights are held by IDE or its suppliers. The working documents for training courses are also protected by copyright and may - even in excerpts - may only be reproduced with the express written permission of IDE.
4. If third parties assert claims against the customer for infringement of a property right by IDE, the customer shall notify IDE thereof in writing without delay. IDE shall, at its own discretion, either meet these claims at its own expense or defend against them or settle the dispute.

The customer shall assist IDE in its defense in every reasonable way. IDE shall bear all financial burdens resulting from a judgment against the customer, including any damages to third parties and the costs of the proceedings. IDE shall bear the costs of a settlement if IDE agrees to the settlement. The customer grants IDE the sole authority to decide on the legal defense and on settlement negotiations. The customer shall grant IDE the necessary powers of attorney on a case-by-case basis.

5. Should IDE come to the conclusion that a product could become the subject of property right complaints, IDE shall be entitled at its own discretion to: - at its own expense, procure the right for the customer to continue using the product; - at its own expense, replace the product to a reasonable extent or modify it in such a way that it no longer infringes any third-party rights; - take back the software, devices or parts thereof and refund the purchase price to the customer less a reasonable usage fee.

6. IDE shall not assume any obligations if the software, machines or parts thereof are connected by the customer or with programs or data not provided by IDE and this results in claims by third parties.

XII. Prohibition of use and export restriction:

1. The customer shall not be entitled to use IDE's products in connection with the operation or maintenance of the system or to make them available to third parties without express prior written authorization.
 - a plant that uses nuclear energy,
 - Facilities for mass transportation,
 - facilities for air traffic control or for aircraft. The regulations in this section do not apply to flight simulators.
2. The goods are intended to remain in the country of delivery agreed with the customer and may not be exported from that country without IDE's authorization. If IDE grants such authorization, the customer shall be obliged vis-à-vis IDE to comply with the respective national and international regulations of re-/export control law, in particular those of the Italian Republic, the European Union and the United States of America.
3. The customer shall verify and ensure that the (direct or indirect) transfer or the (direct or indirect) brokering of contracts for IDE's goods/services does not violate any embargo or other national or international export control regulations issued by the Italian Republic, the European Union, the United States of America or the United Nations. This shall also apply if the provision of other economic goods in connection with IDE's goods violates such an embargo or the aforementioned regulations.

In addition, the customer is obliged to check and ensure that the goods are not intended for a prohibited use and/or for a defense-related, nuclear or weapons-related use requiring authorization, unless a corresponding authorization has been granted. The customer shall comply with the provisions of all relevant sanctions lists, in particular those of the European Union and the United States of America, in its business dealings with the listed persons, companies and/or organizations.

The customer guarantees that he will not directly or indirectly make the delivered goods available to a natural or legal person, organization and/or company that is subject to sanctions under national and international regulations, in particular those of the Federal Republic of Germany, the European Union, the United Nations and the United States of America, or that he will not directly or indirectly deliver the delivered goods to a country or territory against which an embargo in the aforementioned sense has been imposed.

4. At IDE's request, the customer shall promptly provide IDE with all information about the final consignee, the final destination and the intended use of the goods delivered by IDE, as well as and any applicable export restrictions in this respect, in particular also in the form of an end-use certificate (EUC).

5. If IDE is prosecuted by authorities and/or other third parties for a breach of the above obligations, IDE shall be the customer shall indemnify and hold IDE harmless to the fullest extent and IDE all in and costs incurred in this connection.

XIII. Final provisions:

1. The place of performance for all claims arising from the business relationship with the customer shall be Brannenburg, but IDE's delivery obligations shall be the registered office of the plant or warehouse commissioned by IDE to make the delivery.
2. The relationship between the parties shall be governed exclusively by law. The provisions of the United Nations Convention on Contracts for the the international sale of goods (CISG) are excluded.
3. If the contractual partner is a merchant within the meaning of the German Commercial Code (HGB), a legal entity under public law or a special fund under public law, the exclusive and also international place of jurisdiction for all claims arising from and in connection with the contractual relationship shall be Rosenheim or the general place of jurisdiction of the defendant party, at the plaintiff's discretion. Mandatory statutory provisions, in particular exclusive places of jurisdiction, remain unaffected.
4. Should one of the provisions of these General Terms and Conditions be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions.