

General sales, delivery and payment conditions of Innotec-Services MB

1. General

extent that provisions of the General Conditions of Sale are aimed at entrepreneurs, these provisions only apply to entrepreneurs. The law 1.1 These General Terms and Conditions of Sale apply exclusively to all deliveries and services provided by Innotec Services to the customer, unless other agreements have been expressly made.

1.2 To the applies to consumers unless these general terms and conditions of sale expressly provide otherwise.

1.3 The customer's general terms and conditions that contradict or supplement the general terms and conditions of sale of Innotec-Services only apply to the extent that Innotec-Services has expressly agreed to them in writing. Without this consent, deliveries and services from Innotec Services are always based on the General Terms and Conditions of Sale, even if the customer has referred to their own General Terms and Conditions.

1.4 The assignment of claims against Innotec services to third parties is excluded.

1.5 The sale, resale and disposition of the deliveries and services as well as any related technology or documentation may be subject to Lithuanian, EU, US export control law and, if applicable, the export control law of other countries. Resale in embargoed countries, to blocked persons or to persons who use or can use the supplies and services for military purposes, for NBC weapons or for nuclear technology, is subject to approval. By placing the order, the customer declares compliance with such laws and regulations and that the deliveries and services will not be delivered directly or indirectly to countries that prohibit or restrict the import of these deliveries and services (in particular the goods). The customer declares that he has received all permits necessary for export and import.

2. Information, advice

Information and advice in connection with the deliveries and services of Innotec-Services is based on Innotec-Services' previous experience. The values given here, in particular performance data, are average values determined in tests under normal laboratory conditions. Innotec Services does not assume any obligation to strictly adhere to the values and possible applications. Section 10 of these General Terms and Conditions of Sale applies to any liability.

3. Prices, cost distribution

3.1 Only the prices stated in the order confirmation from Innotec Services are decisive. Additional services are charged separately.

3.2 All prices are net prices without sales tax, which the customer must pay in addition at the respective statutory rate.

3.3 Unless otherwise expressly agreed in writing when the contract was concluded, the prices of Innotec Services apply ex works of the Innotec Services Group company using these General Terms and Conditions of Sale. In particular, the customer must bear additional costs for freight, transport, shipping and insurance, public charges (including withholding tax), official permits and customs duties as well as packaging costs that go beyond standard commercial packaging. Section 14.4 applies to alleged subsequent agreements.

4. Delivery

4.1 Unless otherwise expressly agreed, Innotec-Services delivers from Kaunas, Lithuania

4.2 Delivery deadlines are only considered agreed after express written confirmation. Delivery times begin on the date of the order confirmation, but not before all details of the order have been clearly clarified and any necessary certificates have been provided. They are deemed to have been met with the timely notification of readiness for dispatch if the deliveries and services (particularly with regard to goods) cannot be dispatched on time through no fault of Innotec Services.

4.3 For deadlines and dates that are not expressly stated as fixed in the order confirmation, the customer can set Innotec-Services a reasonable delivery deadline for delivery and service two weeks after their expiry. Only when this delivery period has expired can Innotec-Services default by issuing a reminder to the customer. Otherwise, the occurrence of a delay in delivery depends on the legal regulations.

4.4 Deadlines and dates are extended, without prejudice to the other legal rights of Innotec-Services, in particular due to the customer's default, by the period in which the customer does not fulfill his obligations to Innotec-Services.

4.5 Innotec Services is entitled to make partial deliveries and partial services if these are reasonable for the customer.

4.6 Due to a breach of duty for which Innotec-Services is not responsible and which does not consist of a defect (in particular late delivery and service), the customer is only entitled to withdraw from the contract after setting a reasonable grace period twice without success, unless the obstacle is only of a temporary nature and the postponement of the service date is reasonable for the customer.

4.7 Without prejudice to the entrepreneur's right to withdraw from the contract due to a breach of duty or a defect for which Innotec Services is responsible, the entrepreneur's free right of termination is excluded. Otherwise, the legal requirements and legal consequences apply.

4.8 If the customer has a contractual or statutory right of withdrawal and Innotec-Services sets a reasonable deadline for the customer to exercise this right, the right of withdrawal expires if the withdrawal is not declared before the deadline has expired.

4.9. The customer's rights in accordance with Section 10 and the statutory rights of Innotec Services remain unaffected.

5. Shipping, transfer of risk

5.1 Innotec-Services only owes the dispatch of deliveries and services if this has been expressly agreed. Subject to Section 5.2 or another express agreement, dispatch and transport are carried out at the risk and expense of the customer.

5.2 If, at the entrepreneur's request, Innotec Services sends the deliveries and services (in particular the goods) to a location other than the place of performance (shipment purchase), the risk of accidental deterioration and accidental loss passes to the entrepreneur as soon as the deliveries and services (in particular the goods) have been handed over to the person carrying out the transport. These remain unaffected in relation to a consumer.

5.3 Unless otherwise agreed, Innotec-Services reserves the right to deliver through its own delivery organization.

5.4 If the dispatch of the delivery is delayed for reasons that lie with the customer, the risk of accidental deterioration and accidental loss passes to the customer upon notification of readiness for dispatch. The customer bears storage costs after the transfer of risk. Further claims remain unaffected.

5.5 If the customer defaults on acceptance, Innotec Services is entitled to demand reimbursement of the expenses incurred by Innotec Services; Once the delay in acceptance occurs, the risk of accidental deterioration and accidental loss passes to the customer.

6. Payment

6.1 Payments must be made within 30 days of the invoice date. The timeliness of payment depends on the receipt of the money. Bills of exchange and checks are only considered payment after they have been cashed and are accepted without any obligation to present them in a timely manner or lodge a protest

6.2 Innotec-Services is entitled to demand default interest of 9 (for consumers 5) percentage points above the base interest rate p.a. from the onset of late payment - if the customer is a merchant, from the due date - without prejudice to the possibility of claiming higher, actual damages.

6.3 The customer may only set off claims that are undisputed or legally established or are synallagmatically linked to the main claim.

6.4 An entrepreneur may only withhold his consideration if the consideration is undisputed or legally established.

6.5 All claims of Innotec Services become due immediately, regardless of the term of any bills of exchange received and credited, in the event of late payment, bill protest or payment suspension by the customer. In all cases mentioned in sentence 1, Innotec-Services is also entitled to carry out outstanding deliveries only against advance payment or security and, if this advance payment or security is not paid within two weeks to withdraw from the contract without setting a new deadline. Further claims remain unaffected.

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7. Retention of title

7.1 Innotec-Services reserves ownership of deliveries and services ("reserved goods") towards a consumer until the purchase price of these reserved goods has been paid in full. Any seizures or other access to the reserved goods made by third parties must be reported to Innotec Services immediately; The same applies if an application has been made to open insolvency custody

7.2. Innotec-Services reserves ownership of deliveries and services ("reserved goods") towards an entrepreneur until all current and future claims, regardless of the legal basis, arising from the legal and business relationship underlying the delivery have been paid in full.

7.3. When processing or transforming the reserved goods, the processing and transformation takes place in the name of and for Innotec Services as the manufacturer. If the customer processes, transforms, combines or mixes the reserved goods with other goods, Innotec-Services is entitled to co-ownership of the new item in the ratio of the invoice value of the reserved goods to the value of the other goods used. If the ownership of Innotec-Services expires through processing, transformation, combination or mixing, the customer hereby transfers the ownership rights to which he is entitled to the new item to Innotec-Services to the extent of the value of the reserved goods and stores the new item carefully and free of charge for Innotec-Services. The resulting ownership or co-ownership rights are considered reserved goods within the meaning of Section 7.

7.4 The entrepreneur is only entitled to further process, transform, combine and mix the reserved goods with other items or resell them as part of proper business operations and as long as he is not in default. Any other disposal of the reserved goods is not permitted. Number 7.1 sentence 2 also applies to entrepreneurs. All intervention costs are borne by the entrepreneur if they cannot be collected from the third party. If the entrepreneur defers the purchase price to his customer, he must reserve ownership of the reserved goods to the customer under the same conditions under which Innotec-Services reserved ownership upon delivery of the reserved goods. Otherwise, the entrepreneur is not authorized to resell.

7.5 The entrepreneur's claims against third parties arising from the resale of the reserved goods are hereby assigned to Innotec Services. They serve as security to the same extent as the reserved goods. The entrepreneur is only entitled and authorized to resell the reserved goods if it is ensured that the claims to which he is entitled are transferred to Innotec Services.

7.6 If the entrepreneur sells the reserved goods together with other goods not delivered by Innotec Services at a total price, the assignment of the claim against third parties from the resale takes place in the amount of the invoice value of the reserved goods sold by Innotec Services

7.7 If the assigned claim is included in a current invoice, the entrepreneur hereby assigns to Innotec-Services a portion of the balance corresponding to the amount of this claim, including the final balance from the current account.

7.8 The entrepreneur is authorized to collect the claims assigned to Innotec-Services until revoked by Innotec-Services. Innotec-Services is entitled to withdraw if the entrepreneur does not properly meet his payment obligations from the business relationship with Innotec-Services. If the requirements for exercising the right of withdrawal are met, the entrepreneur must, upon Innotec-Services' request, immediately disclose the assigned claims and their debtors, provide all information necessary to collect the claims, hand over the associated documents to Innotec-Services and notify the debtor of the assignment. Innotec-Services is also entitled to notify the debtor of the assignment.

7.9 If the value of the securities existing for Innotec Services exceeds the secured claims by more than fifty (50) percent, Innotec Services is obliged to release securities at Innotec Services' discretion at the customer's request.

7.10 If Innotec-Services asserts retention of title against an entrepreneur, this will only be considered a withdrawal from the contract if Innotec-Services expressly declares this in writing.

7.11 The entrepreneur's right to possess the reserved goods expires if he does not fulfill his obligations under this contract.

8. Rights to Software

8.1 The underlying license terms (EULA) apply to all programs delivered.

8.2 A non-exclusive and non-transferable right of use for the internal operation of the deliveries and services (in particular the goods) for

which programs are delivered is granted to associated documentation and subsequent additions. For documentation that is prepared on behalf of the customer and represents the deliveries and services of Innotec services, the customer is granted individual licenses for end customers in the desired number to the extent of a non-exclusive and non-transferable right of use.

8.3 Source programs are only provided based on a separate written agreement.

9. Warranty

9.1 If there is a material or legal defect ("defect") in the delivery and services, the statutory provisions apply, unless otherwise specified below.

9.2 Subsequent fulfillment is carried out at Innotec Services' discretion by eliminating the defect or providing defect-free delivery and service.

9.3 The disputed deliveries and services (in particular goods) must be returned to Innotec Services in the original or equivalent packaging for inspection.

9.4 An entrepreneur who is also a merchant must immediately comply with his legal obligation to inspect and make complaints in writing or in text form.

9.5 Innotec-Services is entitled to refuse supplementary performance in accordance with the statutory provisions. Subsequent performance can also be refused if the customer has not sent Innotec Services the disputed deliveries and services (in particular the goods) for inspection upon request.

9.6 The customer can demand withdrawal from the contract or a reduction of the remuneration in accordance with the statutory provisions, but only after the unsuccessful expiry of a reasonable deadline set by the customer for subsequent performance, unless the setting of a deadline for subsequent performance is unnecessary according to the statutory provisions. In the event of withdrawal, the customer is liable for deterioration, loss and loss of use in the event of intent and any negligence.

9.7 All information about Innotec Services products, in particular the illustrations, drawings, weight, dimensions and performance information contained in offers and publications, are approximate average values. They are not a guarantee of quality or durability, but rather approximate descriptions or identification of the deliveries and services (particularly the goods).

9.8 Unless limits for deviations have been expressly agreed upon in the order confirmation, deviations that are customary in the industry are permissible in any case.

9.9 Normal wear and tear of deliveries and services are not covered by the warranty.

9.10 The description of deliveries and services (in particular goods) as declassified or used is a quality agreement. Errors or restrictions that are recognizable or typically result from the property being outclassed or used are not defects.

9.11 If the operating or maintenance instructions of Innotec Services are not followed, changes are made to the deliveries or services, parts are replaced or consumables are used that do not correspond to the original specifications, there is no warranty unless the customer proves that the defect is not based on this.

9.12 Repairs and replacement deliveries by Innotec Services due to a notification of defects by the client will only lead to a new start to the statute of limitations if acknowledgment is expressly declared.

9.13 The provisions in Section 10 apply to any claims for damages and reimbursement of expenses by the customer due to defects. However, in the cases of Section 10.3 and in the case of liability for damages based on intent or gross negligence, the customer's rights are governed exclusively by the statutory provisions.

9.14 The limitation period for claims arising from defects is one year against entrepreneurs and two years against consumers. However, in the cases of Section 10.3 and in the case of liability for damages based on intent or gross negligence, the limitation period is based exclusively on the statutory provisions.

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10. Disclaimer and Limitation of Liability

10.1 Without prejudice to the statutory liability requirements, Innotec-Services is liable, regardless of the legal basis, only in the event of intent or gross negligence, unlimitedly to compensation for damages and reimbursement of expenses, and in the event of a slightly negligent violation of an essential contractual obligation (i.e. a contractual obligation, the violation of which endangers the proper execution of the contract and the achievement of the purpose of the contract) limited to the damage typical of the contract that was foreseeable at the time the contract was concluded.

10.2 Innotec-Services is only liable for damages caused by delay, without prejudice to the statutory liability requirements, in the event of a slightly negligent breach of an essential contractual obligation in the amount of up to 5% of the agreed purchase price.

10.3 The exclusions and limitations of liability contained in sections 10.1 and 10.2 also apply to breaches of duty by persons for whose fault Innotec Services is responsible.

10.4 The exclusions and limitations of liability contained in sections 10.1 to 10.3 do not apply if Innotec-Services fraudulently concealed the defect, or if Innotec-Services has assumed a guarantee of quality (declaration by Innotec-Services that the purchased item has a certain property at the time of transfer of risk and that Innotec-Services is liable for all consequences of its absence, regardless of fault), or for Damages based on injury to life, body or health as well as in the case of mandatory liability under the Product Liability Act.

10.5 Claims for damages against Innotec Services, regardless of the legal basis, expire one year (two years for consumers) from delivery of the item to the customer, in the case of tortious liability from knowledge or grossly negligent ignorance of the circumstances giving rise to the claim and the identity of the person liable to pay compensation. However, in the cases of Section 10.3 and in the case of liability for damages based on intent or gross negligence, the limitation period is based exclusively on the statutory provisions.

10.6 If the customer is an intermediary for the goods delivered to him and the end buyer of the goods is a consumer, the statutory provisions apply to the statute of limitations of any recourse claim of the customer against Innotec Services.

10.7 When delivering software, Innotec-Services is liable for the loss or change of data caused by the program only to the extent that would be unavoidable even if the customer had fulfilled his data backup obligation at adequate intervals, but at least daily.

10.8 Otherwise, the liability of Innotec Services is excluded. The statutory burden of proof remains unaffected.

11. Industrial property rights, copyrights

11.1 If claims are made against the customer for violation of an industrial property right or copyright because he uses the deliveries and services of Innotec-Services in the contractually agreed manner, Innotec-Services undertakes to provide the customer with the right to further use. The prerequisite for this is that the customer immediately informs Innotec Services in writing of such third-party claims and that Innotec Services reserves the right to take all defensive measures and out-of-court measures. If, under these conditions, further use of Innotec-Services' deliveries and services under economically reasonable conditions is not possible, it is agreed that Innotec-Services will, at its discretion, either modify or replace the deliveries and services to remedy the legal defect or take back the deliveries and services and refund the purchase price paid to Innotec-Services, less an amount taking into account the age of the deliveries and services.

11.2 The customer is not entitled to any further claims due to infringements of property rights or copyrights, subject to Section 10. Innotec-Services has no obligations under Section 11.1 if legal violations are caused by the deliveries and services of Innotec-Services not being used in the contractually agreed manner or used together with deliveries and services other than the deliveries and services of Innotec-Services.

12. Disposal

12.1 The customer must observe the information accompanying the goods from Innotec Services when disposing of the deliveries and services (particularly goods) and ensure that

the deliveries and services are disposed of properly in accordance with legal regulations.

12.2 If the customer is an entrepreneur, he is obliged to carry out the disposal at his own expense. If the deliveries and services (particularly goods) or their components are resold, the customer must transfer this obligation to the next buyer. If the customer is a consumer, the legal regulations regarding disposal apply.

13. Confidentiality and Data Protection

13.1 Unless otherwise expressly agreed in writing, the information submitted to Innotec Services in connection with orders is not considered confidential unless the confidentiality is obvious or expressly marked by the customer.

13.2 Innotec-Services is entitled to process the customer's personal data and transfer it to affiliated companies of the Innotec-Services Group if this is necessary for the execution of the legal transaction or if the data subjects have consented. Data subjects have the right to receive information about the data processed about them and the purpose of the processing. Any requests for information or the assertion of further data subject rights must always be directed to Innotec Services and will be handled within the framework of applicable data protection regulations.

14. Miscellaneous

14.1 If the customer is a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction is the registered office of the Innotec-Services Group company using these General Terms and Conditions of Sale. However, Innotec Services is also entitled to use the customer at the customer's headquarters.

14.2 Innotec Services will not take part in a dispute resolution procedure before a consumer arbitration board and is not obliged to do so.

14.3 Lithuanian law applies, excluding the UN Convention on Contracts for the International Sale of Goods and the reference provisions of Lithuanian international private law, provided that the customer is a merchant, a legal entity under public law or a special fund under public law.

14.4 A written contract or a written confirmation is decisive for the existence and content of subsequent subsidiary agreements, changes and additions. The possibility of counter-evidence remains unaffected.