



General Terms and Conditions of Sale and Delivery

IBIDEN Ceram GmbH. ("ICG")

1. Validity

(1) All deliveries and offers made by ICG are made exclusively on the basis of these General Terms of Sale and Delivery. These General Terms of Sale and Delivery are part of all agreements between ICG and its business partners (hereinafter referred to as "**Customers**" or in singular form "Customer") concerning deliveries offered by ICG. Until their replacement by new terms of sale and delivery, they also apply to all future deliveries and offers to Customer, even if they are not agreed upon again separately.

(2) Terms and conditions of Customer or third parties shall not apply, even if ICG fails to reject such terms and conditions in any given case. Even if ICG makes reference to a letter which includes terms and conditions of Customer or a third party or refers to them, such reference shall not constitute consent to the applicability of those terms and conditions.

2. Offer and agreement

(1) All offers of ICG are subject to change and non-binding, unless they are expressly marked as binding or contain a specific acceptance period. Orders shall only become binding for ICG when confirmed. Confirmations shall be performed in written or electronic form. All binding offers of ICG shall automatically expire after 90 days, unless a specific acceptance period is explicitly marked for the validity of the offer is explicitly extended in writing for a longer period by ICG. ICG may retract or amend all binding offers by written notice within 10 days from the date of the offer.

(2) The relations between ICG and Customer shall be exclusively governed by the agreement entered into in writing, including these General Terms of Sale and Delivery.

(3) Any changes and amendments to the agreement entered into and these General Terms of Sale and Delivery shall only be effective if made in writing.

3. Prices and payment

(1) The prices are quoted *ex works*, do not include packing and are valid only for the quantity quoted, unless otherwise stated in quotations or order acknowledgements issued by ICG.

(2) Subsequent changes in drawings or in the order may entitle ICG to charge additional costs incurred as a result thereof.

(3) Notwithstanding to the previous provision, agreed prices can be changed in the case of (i) considerable unforeseen changes in costs, or (ii) changes in costs due to measures taken by public authorities.

(4) Except as agreed otherwise in writing, payments are generally "payable within 30 days from the date of invoice, net cash, without discount.

(5) In case of default in payment ICG may charge default interest at the current bank rate, plus credit charges.

(6) Customer shall only be entitled to offset counterclaims or to withhold payments because of such counterclaims to the extent the counterclaims are undisputed or have been finally judicially determined.

(7) ICG shall be entitled to carry out outstanding deliveries against advance payment or securities in its own discretion, unless ICG becomes aware of any circumstances which are suitable to significantly reduce Customer's creditworthiness and by which the Customer's payment of the outstanding accounts receivable under the respective contractual relationship (including under other individual orders for which the same frame-agreement applies) would be jeopardized. Customer undertakes to inform ICG about the occurrence any such circumstances in a timely manner. Customer's failure to do so shall be a material breach of any contract between Customer and ICG and regardless ICG's other available remedies, will entitle ICG to terminate such contract upon ICG's discretion.

4. Delivery and acceptance; Packaging

(1) Upon acceptance of the goods, Customer shall be deemed to acknowledge that the delivery has been performed in accordance with the specifications. If Customer is not able or willing to effect acceptance in due time after notification of readiness for acceptance, the goods will be placed ready for delivery following completion of in-shop testing.

(2) If the goods cannot be delivered after notification of the readiness for delivery, either upon request of the Customer or due to lack of shipping instructions from Customer, the goods will be stored at ICG or in a warehouse for the account and at the cost and risk of the Customer.

(3) Except as otherwise agreed in writing or implied by custom and practice, ICG shall meet the delivery commitments according to the INCOTERMS 2010 standardized by the International Chamber of Commerce, as amended from time to time.

(4) The goods will be packed at ICG's discretion. Previously agreed rebates for reusable packaging material shall be applicable only to open or closed transport crates (with the exception of postal crates) that are returned carriage paid to ICG's Frauental works.

(5) Customer shall bear all and any costs arising out of delayed acceptance, unloading and return of overseas containers.

5. Delivery time

(1) Unless a definite delivery time or date has been expressly confirmed or agreed upon, delivery times or dates announced by ICG shall be viewed as being approximate delivery times or dates referring to *ex works* dispatch .

(2) ICG shall have the right – notwithstanding its rights arising out of the delay of acceptance by Customer – to demand from Customer an extension of delivery times or a postponement of delivery dates for the time period during which Customer does not fulfill its contractual obligations vis-à-vis ICG.

(3) If ICG cannot meet delivery times or dates due to *force majeure* or other interferences beyond ICG's control (e.g., war, terrorist attacks, import or export restrictions, labor disputes, incorrect or late delivery by suppliers), the delivery times shall be extended or the delivery dates shall be postponed for the period of the interference plus an appropriate start-up period. If acceptance of the delivery cannot be reasonably expected as a result of the delay, Customer shall be entitled to rescind the contract by immediately notifying ICG in writing.

(4) If ICG defaults in delivery or if delivery becomes impossible, irrespective of the reason, ICG's liability for damages shall be governed by Article 10 of these General Terms of Sale and Delivery.

6. Warranty

(1) ICG warrants for the quality of the materials and for proper workmanship unless special warranty obligations apply.

(2) The goods shall be duly inspected immediately upon delivery to Customer or to the third party designated by Customer. They shall be deemed to be approved and accepted unless ICG has received a written notice of defects of Customer (i) with regard to obvious defects or other defects that were identifiable upon immediate and due inspection within seven (7) working days after delivery and (ii) with regard to material defects inside the blocks within seven (7) working days after discovery of the defect.

(3) The relevant European Standards shall apply to any technical inspections and to compliance with tolerances, subject to any special agreements.

(4) In case of material defects of the goods delivered, ICG shall, at its option to be exercised within a reasonable period of time, be obliged and authorized to repair or replace the respective items. In case of failing to do so, *i.e.*, impossibility of performance, unreasonableness, refusal or unreasonable delay of the repair or replacement, Customer shall be entitled to rescind the contract or to reasonably reduce the purchase price.

(5) To the extent permitted by law, ICG assumes no responsibility for defects arising out of the instructions or specifications of Customer.

(6) The warranty shall become invalid immediately if the Customer/Consignee or a third party effects alterations or repairs to the delivered items without the prior written approval of ICG.

(7) If the defect is caused by any fault of ICG, Customer shall be entitled to claim damages under the conditions set out in Article 10.

7. Industrial property rights

Each party shall immediately notify the other party in writing if claims are being asserted against it for infringement of third-party industrial or intellectual property rights

8. Cancellation of contracts

In case the Customer decides to cancel part or all of a contract, or elects to change the quantity or quality of the material, ICG shall be entitled for a reasonable and fair compensation for the void efforts. Goods partly or completely produced, raw materials and all engineering and clerical activities will be paid. Should ICG not be able to fill the production slot foreseen for the materials to be produced for fulfillment of this contract, Customer will pay ICG a fair compensation for the lost revenues.

9. Tools etc.

(1) Tools, moulds etc. required for the performance shall pass into ICG's ownership, even if they were produced at Customer's expense. Customer may not be entitled to demand that they be handed over to him. These tools etc. must be stored for three years from the date of order acknowledgement.

(2) All repair and maintenance costs for tools etc. provided by customer shall be borne by Customer.

10. Claims for Damages

(1) ICG shall be liable to pay reasonable damages and compensation for futile expenditures on account of a violation of contractual and non-contractual obligations only in case of

(i) intentional conduct or gross negligence,

(ii) grossly negligent or intentional injury to life, body or health,

(iii) negligent or intentional breach of material contractual obligations (the obligation to deliver the items in a timely manner and free from defects shall be a material contractual obligation); or

(iv) liability under the product liability act.

(2) ICG's liability for breach of material contractual obligations shall, however, be limited to damages typical for the kind of contract and foreseeable, except in the event of intentional

conduct or gross negligence, injury to life, body or health, if conditions or features have been guaranteed, or in the event of liability under the product liability act.

(3) The aforementioned exclusions and limitations of liability shall apply to the same extent for the benefit of ICG's corporate bodies, legal representatives, employees or other agents.

11. Retention of Title

(1) ICG shall retain title to the items delivered until the purchase price and all related costs (including but not limited to assembling costs and dunning costs, as applicable), charges of ICG arising from the business relationship have been completely fulfilled.

(2) In case of title retention by ICG, Customer shall only be entitled for the resale of the goods if Customer completely assigns to ICG all claims including all ancillary rights arising from such sale, and the assigned claims shall serve as collateral for ICG's claims referred to in Article 10 (1). Customer shall be entitled to collect the claims assigned. Customer shall disclose the name of its buyer upon the written request of ICG.

12. Transfer of Risk

The risk is transferred to the customer either with the transfer of title or with the usage of the goods delivered, whichever comes first.

13. Confidentiality

(1) Business and technical information originating from ICG may not be disclosed to third parties as long as, and to the extent such information is not proven to be known to the general public, and it may only be made available to those persons within Customer's own company who necessarily have to use the information and who are also committed to confidentiality; the information shall remain ICG's exclusive property. Without ICG's prior written consent, such information may not be duplicated or commercially used. At ICG's request, all information originating from ICG (including, if applicable, any copies or notes made) and all items made available temporarily shall immediately and completely be either returned to ICG or destroyed.

(2) ICG reserves all rights to the information referred to in Article 13 (1) above.

14. Partial invalidity

Should any of the provisions of this General Terms of Sale and Delivery become or prove to be null and void this will be without effect on the validity of this General Terms of Sale and Delivery as a whole. The Parties will, however, endeavour to replace the void provision by a valid one which in its economic effect complies most with the void provision.

15. Final Provisions

(1) Place of jurisdiction for all disputes arising from the business relationship between ICG and Customer shall be Vienna, Austria. For any actions against ICG the exclusive place of jurisdiction shall be Vienna, Austria. Mandatory provisions on exclusive jurisdiction shall remain unaffected by this provision.

(2) The relations between ICG and Customer shall exclusively be subject to the laws of Austria. The Convention of the United Nations on Contracts for the International Sale of Goods (CISG) shall not apply.

March, 2020