



by INSORS® GMBH

General Terms and Conditions

of Innovative Software Research & Service GmbH

Struthof 2

D-55595 Münchwald

Valid for companies

§ 1 Scope

1. These General Terms and Conditions (also referred to as GTC) contain the exclusively applicable GTC between you, the customer (also referred to as the customer in the following) and us, Innovative Software Research & Service GmbH, unless otherwise agreed.
2. Innovative Software Research & Service GmbH is based in 55595 Münchwald, Struthof 2, and is registered in the commercial register of the district court of Mainz under HRB no. 32779.
3. Innovative Software Research & Service GmbH (hereinafter also referred to as Insors) is represented by the management.
4. An entrepreneur in the sense of these terms and conditions is any customer who, in the respective legal transaction, acts in the exercise of his commercial or independent professional activity (§ 14 BGB).
5. Deviations from these terms and conditions require a written agreement. Deviating terms and conditions of the customer are hereby expressly rejected.
6. Amendments and supplements to contractual agreements must be made in writing for verification purposes. The power of attorney to grant guarantees and warranties is limited to managing directors, authorised signatories and commercial agents.
7. These terms and conditions apply to services, work, services and deliveries under a purchase contract, services under rental, lease and loan contracts, as well as commissioned services (hereinafter also referred to as services) provided by us.
8. The GTC are available free of charge at www.udaption.com in a storable and printable version.

§2 User registration

1. You can register with our trading system free of charge. There is no automatic right to be admitted to our trading system. Only companies are entitled to participate. At our request, you must send us a copy of your entry in the commercial register/trade registration. To be admitted, you must complete the registration form on our website electronically and send it to us. The data required for registration must be provided by you completely and truthfully. When registering, you will choose a personal username and password. The username may not infringe upon the rights of third parties, nor upon other naming and trademark rights, nor be contrary to public decency. You are obliged to keep the password secret and not to disclose it to third parties under any circumstances.
2. Apart from declaring your agreement with the validity of these terms and conditions, your registration is not associated with any obligations. You can delete your entry at any time by sending an e-mail to info@insors.de. Merely registering with us does not constitute any obligation to purchase the goods we offer.
3. If your personal information changes, you are responsible for updating it. All changes can be made online after registering under 'My account'.
4. You can only place an order by registering as a user.

§ 3 Data protection

1. All personal data provided by you (title, name, address, date of birth, email address, telephone number, fax number, bank details) will be collected, processed and stored by us exclusively in accordance with the provisions of German data protection law.
2. Your personal data, insofar as this is necessary for the establishment, content or modification of the contractual relationship (inventory data), will be used exclusively for the processing of the purchase contracts concluded between us, for example for the delivery of goods to the address provided by you. Any further use of your inventory data for purposes of advertising, market research or for the demand-oriented design of our offers does not take place.
3. You have the right at any time to free information about your stored personal data and, if necessary, the right to correct, block or delete this data.
4. If you would like further information or wish to access or revoke your explicitly granted consent to the use of your inventory data, you can also contact our support team at the email address info@insors.de.

§ 4 Offers, Conclusion of Contract

1. The catalogue, including on data carriers and in electronic media, and other advertising mailings are subject to change for Insors. They do not constitute a binding offer for us; we do not assume any procurement risk with them. We reserve the right to remove or replace products from the programme, to change prices and other conditions, and to change product characteristics, even during the period of validity of the catalogue.
2. The information, illustrations, drawings, weight and measurement specifications or other technical data contained in catalogues, on data carriers, in electronic media and other advertising mailings, as well as standards referred to, in particular DIN standards or data, do not constitute guarantees (assurances), but merely descriptions of properties, which may be corrected at any time up to the conclusion of the contract. Technical information contained in offers only represents a guarantee if it is expressly designated as a guarantee or assurance; otherwise it only represents information on characteristics.
3. We reserve the legal copyright and ownership of all catalogues, including those on data carriers and in electronic media, and other sales documents. Any use of the aforementioned documents, in particular of the drawings, designs and logos contained therein, requires our prior consent.
4. Our offers are subject to change. The customer's order is a binding offer for the customer. We can accept this offer within 14 days of receipt of the order by means of an order confirmation in text form or by sending the customer the ordered goods within this period.
5. The content of the order confirmation is decisive for the content and scope of the contract, unless the parties have made any written agreements to the contrary. If there is a disagreement between the customer's order and the order confirmation from Insors, the contract shall be deemed to have been concluded at the terms of Insors' order confirmation at the start of the actual execution of the order, unless the customer objects in writing before the order is executed.

§ 5 Prices

1. The purchase prices are exclusive of the statutory value added tax and plus shipping costs and packaging.
2. Changes to the cost factors on which the offered price is based – in particular changes to wages, raw material prices and similar – entitle the supplier to demand new negotiations with the customer regarding a changed price. Any discounts and freight reimbursements granted shall lapse in the event of judicial and extrajudicial insolvency proceedings, insolvency and default in payment of more than two months.

§ 6 Terms of delivery, default in acceptance

1. Delivery dates or deadlines that have not been expressly agreed as binding are exclusively non-binding information. Adherence to delivery times is subject to correct and timely delivery to us, provided that we can prove the conclusion of a corresponding hedging transaction with our supplier and can also prove that the supplier has not met a delivery date agreed with us. We will notify the customer immediately of any delays that become apparent. In any case, compliance with the delivery time requires the final clarification of all technical details, the timely provision of the information to be provided by the customer and the releases to be declared, and, if agreed, the receipt of the down payment.
2. Insors is entitled to make partial deliveries if this is reasonable for the customer.
3. If delivery is not possible for reasons beyond our control, the provision of the goods shall be deemed fulfilment of the contract. In cases of force majeure, traffic or operational disruptions, strikes, import difficulties and the like, we reserve the right to extend the delivery time appropriately. We shall only be deemed to be in default of delivery if a further deadline of at least 14 days set by the customer has passed and we are responsible for the delay. In the event of a delay in delivery, provided that it is not due to intent or gross negligence, claims for damages of any kind are excluded. This also applies if the circumstances occur at the premises of our suppliers.
4. If the customer delays acceptance, Insors is entitled to demand compensation for the resulting damages and any additional expenses. The same applies if the customer culpably violates their duty to co-operate. We are entitled to demand such compensation as a lump sum in the amount of 0.5% per calendar week, up to a maximum of 5% or 10% in the event of final non-acceptance, in each case of the net purchase price and starting with the delivery period or, in the absence of a delivery period, with the notification that the goods are ready for dispatch. The right to prove greater damage and our statutory claims remain unaffected; the flat rate is to be offset against further monetary claims. The customer is entitled to prove that we have incurred no damage at all or only significantly less damage than the above flat rate. Upon occurrence of default of acceptance or payment, the risk of accidental deterioration and accidental loss passes to the customer.

§ 7 Shipping costs, transfer of risk

1. Any necessary authorisations for the shipment of goods abroad must be obtained by the customer in his name and at his expense.
2. We generally ship ex works (Incoterms 2010).
3. In the case of shipment, risk shall pass to the buyer when the goods are handed over to the carrier, freight forwarder or other company contracted to transport the goods. In

the case of collection, risk shall pass to the buyer when the goods are made available for collection and the buyer has been notified.

§ 8 Payment terms/default

1. When accepting orders, the creditworthiness of the customer is assumed. If, after the contract has been concluded, we become aware of reasons that suggest a lack of creditworthiness on the part of the customer, we can demand advance payment or the provision of securities, even if bills of exchange have been given. If the customer does not comply, we reserve the right to withdraw from the contract.
2. Lack of creditworthiness can be assumed, among other things, if the customer is in default of payment for an earlier delivery.
3. Invoices are payable without deductions within ten days of the invoice date.
4. After 30 days from the invoice date, the customer shall be in default without the need for a reminder.
5. If the customer is in default with a payment, all of his payment obligations arising from the business relationship with us shall become due, even those for which cheques or bills of exchange have been provided.
6. We shall also be entitled to withdraw from contracts that we have not yet fulfilled.
7. In the event of default in payment, we shall be entitled to charge interest on our claim at a rate of 8% above the base interest rate. We reserve the right to claim higher interest damages upon presentation of evidence. Furthermore, we shall be entitled to take back the goods, whereby the exercise of this right shall not be deemed a withdrawal from the contract.
8. Bills of exchange and cheques shall only be accepted after prior agreement and in the event of discountability without guarantee of a discount on account of performance. Bill discount charges shall be invoiced separately and are to be paid within three days without deduction.
9. The customer may only offset undisputed or legally binding counterclaims against our claims.

§ 9 Retention of title / right of retention

1. We shall retain title to all goods delivered and services provided until all claims arising from the business relationship with the customer have been satisfied. In the case of a current account, the retained title shall be deemed security for our balance claim. Prior to the transfer of ownership, the customer is not permitted to pledge, transfer by way of security, process or modify the goods without our consent.
2. The customer's claim arising from the resale of the reserved goods is hereby assigned to us in order to secure our claims. If our reserved goods are sold together with the

reserved goods of third parties, the claim to which the customer is entitled from the resale of the reserved goods shall be deemed to have been assigned to us in the amount of a partial amount calculated according to the invoice value of our reserved goods plus 10%. If the customer uses the reserved goods to fulfil a contract for work and services or a contract for work and materials, the claim arising from the contract for work and services or the contract for work and materials shall be deemed assigned to us to the same extent.

3. The customer is generally authorised to collect the claim arising from the disposal of the reserved goods. Our right to collect the claim remains unaffected. We will not collect the claim as long as the customer fulfils his payment obligations. At our request, the customer must inform us of the debtors of the assigned claims and notify the debtors of the assignment, without prejudice to our own right of notification.

4. If the value of the securities existing for us for our claims exceeds the total of more than 20%, we shall be obliged, at the customer's request, to release securities for our claims to the extent that the collateralisation of our remaining claims is not jeopardised as a result. The customer shall notify us immediately of any attachment of the reserved goods or any other impairment of our rights by third parties and shall inform third parties of our rights.

5. In the event of a breach of duty by the customer, in particular default of payment, we shall be entitled, even without setting a deadline, to demand the surrender of the delivery item and/or to withdraw from the contract. The demand for surrender of the delivery item alone does not constitute a declaration of withdrawal.

6. The customer is not authorised to assert rights of retention or rights to refuse performance in terms of §§ 273, 320 BGB.

§ 10 Duty to examine and give notice of defects

1. The customer is obliged to examine and inspect the goods delivered by us immediately upon delivery.

2. Obvious defects must be reported immediately, but no later than five working days after delivery. Defects that could not be detected despite careful inspection must be reported immediately after their occurrence.

3. Defects must be reported to us in writing by email to info@insors.de.

§ 11 Warranty

1. We will only consider defect reports if they are made in writing.

2. We initially provide a warranty for defective goods at our discretion either by repair or replacement.

3. If the repair is not economically reasonable, the subsequent performance will be carried out by replacement delivery. The expenses necessary for the purpose of subsequent performance within the meaning of § 439 II BGB (German Civil Code) are limited to the return and new delivery of the delivered goods.
4. In the event of a necessary supplementary performance, we shall grant the customer at least two attempts at subsequent performance. The supplementary performance can be deemed to have failed at the earliest after two attempts at subsequent performance. In this case, we can, in principle, demand a reduction in price or withdraw from the contract at our discretion. Withdrawal from the contract is excluded if the breach of duty on our part is only insignificant.
5. In principle, only the manufacturer's product description shall be deemed agreed with regard to the quality of the goods. In addition, public statements, recommendations or advertising by the manufacturer shall not constitute any contractual statement of the quality of the goods.
6. Claims for defects do not exist in the case of only insignificant deviation from the agreed quality or in the case of only insignificant impairment of usability or if the defect cannot be determined.
7. We do not provide the customer with guarantees in the legal sense. Manufacturer's guarantees remain unaffected by this.
8. The customer shall deliver to our works, carriage and costs paid, series and semi-series products for the purpose of examination and, if applicable, determination of a defect.
9. The period of limitation for all warranty claims for all goods delivered, work performed, repairs etc. that are not construction services, and for materials installed, is one year. In the event of intent or gross negligence on our part, fraudulent concealment of the defect, personal injury or defects of title within the meaning of Section 438 (1) no. 1a BGB, the statutory limitation periods shall apply, as shall claims under the Product Liability Act.
10. Used goods and special items are sold to the exclusion of warranty.
11. Our goods meet the applicable German and European regulations on product safety and materials in terms of design and manufacture.
12. Damage caused by natural wear and tear, unsuitable or improper handling or use, faulty assembly by the customer or a third party, failure to follow operating and/or maintenance instructions, changes to the products, installation of parts or consumables materials that do not meet the original specification, natural wear and tear, unsuitable building ground, climatic, chemical, electrochemical or electrical influences, to the extent that Insors is not responsible for them, are not covered by the warranty.
13. The batteries and rechargeable batteries used by Insors are consumables. Therefore, there is only a limited warranty here.
14. Rechargeable batteries are consumables with a particularly high rate of wear. They are permanently charged and discharged. Therefore, the lifespan of these batteries is

limited even under normal conditions and is in any case shorter than the statutory warranty period.

15. Therefore, Insys fundamentally excludes warranty claims regarding batteries and rechargeable batteries, especially with regard to their performance, after a period of 6 months. This also applies in the event of a loss of performance.

§ 12 Exclusion of Liability

1. Claims for damages by the customer are excluded, unless otherwise specified below. The above disclaimer also applies in favour of our legal representatives and agents, insofar as the customer asserts claims against them. 2. Excluded from the disclaimer specified in point 1 are claims for damages due to injury to life, limb or health and claims for damages arising from the breach of essential contractual obligations. Essential contractual obligations are those whose fulfilment is necessary to achieve the objective of the contract, e.g. we have to hand over the item to the customer free of material defects and defects of title and to procure ownership of it. Also excluded from the disclaimer is liability for damages resulting from an intentional or grossly negligent breach of duty on our part, on the part of our legal representatives or vicarious agents, as well as from the fraudulent concealment of defects.

3. in the event of culpable violation of essential contractual obligations, we shall also be liable for slight negligence, however, limited to reasonably foreseeable damage typical for the contract.

4. data communication via the internet cannot be guaranteed to be error-free and/or available at all times according to the current state of technology. We are therefore not liable for the constant and uninterrupted availability of our online trading system. Insors is not liable for the functionality of data networks, servers or data lines to its data centre

5. further claims, in particular strict liability, are excluded.

6. The provisions of the Product Liability Act (ProdHaftG) remain unaffected.

§ 13 Packaging, Electrical and Electronic Equipment Act (ElektroG), Batteries

1. When purchasing or acquiring goods, the customer is responsible for the proper disposal of the packaging and, at the end of the useful life, the disposal of the delivered goods, insofar as these have become the property of the customer.

2. The customer is obliged to dispose of, have disposed of or recycle the electrical and electronic equipment we supply in accordance with the statutory provisions, at his own expense and in the proper manner after use.

3. Batteries may be included in the scope of delivery of the goods sold by us. According to the Battery Directive, end users are legally obliged to return all used batteries. If you distribute our products, you are therefore obliged to enable end users to return batteries

in accordance with the Battery Directive and to indemnify Insors in this respect. Insors' responsibility as the distributor remains unaffected.

§ 14 Final Clauses

1. The exclusive place of fulfilment for all claims arising from contracts concluded with us, including the customer's payment obligations, is Münchwald.
2. The law of the Federal Republic of Germany shall apply.
3. The exclusive place of jurisdiction for all legal disputes arising from or in connection with this contract is Mainz.
4. Should any of the provisions of these General Terms and Conditions be or become invalid, this shall not affect the validity of the remaining provisions. The wholly or partially invalid provision shall be replaced by a provision that most closely approximates the intended economic success of the invalid provision.

§ 15 Authoritative Version

In cases of doubt, the German version of these General Terms and Conditions of Purchase shall prevail.