

**General Terms and Conditions  
for the delivery of machines  
from IDEAL-Werk C.+E. Jungeblodt GmbH + Co KG ("IDEAL")  
to customers outside Germany**

Status: October 2024

**A. General provisions**

1. The legal relationship between IDEAL and the customer (both hereinafter jointly referred to as "Parties" and individually also as "Party") in connection with the delivery of machines and related services by IDEAL (hereinafter collectively referred to as "Deliveries") shall be governed exclusively by these General Terms and Conditions ("Conditions") and, if applicable, additional conditions if reference is made to them in IDEAL's offer and/or order confirmation. All these Terms shall also apply to all future offers and agreements, even if no express reference is made to them. General terms and conditions of the client shall only apply insofar as IDEAL has expressly agreed to them in writing. The client's terms and conditions shall not apply even if IDEAL prepares and/or accepts a service, delivery, payment or other performance of any kind or if IDEAL executes an order received from the client whose order contains a reference to the client's general terms and conditions.
2. If IDEAL provides services such as installations, commissioning, maintenance, servicing, repairs, remote support (telephone support, troubleshooting/operator guidance via data glasses, online support, etc.) or if IDEAL supplies spare, wear and replacement parts to the customer, the "General Terms and Conditions for Customer Services and Spare Parts Deliveries of IDEAL-Werk C.+E. Jungeblodt GmbH + Co KG ("IDEAL") to customers outside Germany", which can be viewed on IDEAL's homepage at [www.ideal-werk.com/allgemeine-bedingungen](http://www.ideal-werk.com/allgemeine-bedingungen).
3. Insofar as the customer provides IDEAL with technical data and unless expressly agreed otherwise, IDEAL is not obliged to check these for correctness and usability. In particular, IDEAL is not obliged to check whether the information is sufficient and suitable for the intended use known to IDEAL or assumed by IDEAL. If IDEAL gives free advice or makes recommendations, IDEAL shall only be liable if IDEAL has deliberately given incorrect advice or recommendations or if IDEAL is obliged to liability by mandatory statutory provisions.
4. IDEAL is entitled to make changes in the design or manufacture of the deliveries due to technical or production requirements or to comply with legal standards, provided that the changes are reasonable for the customer. The criterion for reasonableness on the part of the customer is the impact on the value and functionality of the delivery item as well as compliance with agreed or warranted performance data.
5. The requirements for the deliveries are based - in addition to the contractual agreements - exclusively on the statutory provisions applicable in Germany and other binding regulations (e.g. relevant standards). In particular, IDEAL is not liable for non-compliance with product law provisions and requirements that apply outside Germany.
6. Both IDEAL and the client undertake to treat all information and knowledge of a technical and non-technical nature (including in particular the know-how of the other party) of which they have gained knowledge in the context of the preparation or execution of the respective contract as strictly confidential. Each party shall treat such knowledge at least as confidentially as it treats and protects its own sensitive information, data, know-how and business secrets. Such information, data, know-how and business secrets may not be passed on to third parties or made

accessible to third parties without the consent of the contracting party concerned.

7. The fulfillment of the contract between IDEAL and the customer presupposes that there are no obstacles due to applicable national, EU or international rules of foreign trade law as well as no embargoes or other sanctions.

**B. Prices, terms of payment and offsetting**

1. Prices are ex FCA IDEAL factory in Lippstadt, Germany (according to Incoterms 2020), excluding packaging; VAT, if required by applicable law, will be charged additionally at the applicable rate.
2. The customer undertakes to dispose of the transport and other packaging properly at his own expense. Packaging shall not be taken back by IDEAL, with the exception of wooden pallets, lattice boxes and other transport containers intended for multiple use, which the customer must return to IDEAL at its own expense.
3. If IDEAL has taken over the installation or assembly and unless otherwise agreed, the customer shall bear all necessary ancillary costs, such as travel and transportation costs and allowances, in addition to the agreed remuneration.
4. Payments shall be made net without any deductions, such as costs, transfer fees, etc., to the bank account specified in the order confirmation and/or invoice or otherwise indicated by IDEAL.
5. The client may only offset against claims of IDEAL with such claims that are undisputed or have been awarded or determined by a final judgment or arbitration award.

**C. Retention of title**

1. All items delivered by IDEAL ("reserved goods") remain the property of IDEAL until all claims to which IDEAL is entitled against the customer have been fulfilled. If the value of all security interests to which IDEAL is entitled exceeds the amount of all secured claims by more than 30%, IDEAL shall release a corresponding part of the security interests at the request of the customer; IDEAL shall be entitled to determine the security interests to be released at its own discretion.
2. As long as the goods delivered by IDEAL are subject to retention of title, the client may neither pledge the reserved goods nor assign them as security. A resale is only permitted if the client makes the transfer of ownership to his customer dependent on the customer fulfilling his obligation to make all payments that are or become due to the client. The foregoing shall in no way release the customer from its payment or other obligations towards IDEAL. If and to the extent that the goods subject to retention of title leave German territory, all rights of retention of title set out herein shall remain in force in a manner which, under the law of the country in which the goods subject to retention of title are actually located, constitutes security in favor of IDEAL which comes as close as possible in its effects to the provisions set out herein and is effective in German territory.
3. If the client resells the reserved goods, he hereby assigns to IDEAL by way of security all claims arising from the resale against his customers, including any ancillary rights and all balance claims, without the need for a special declaration. At the

request of IDEAL, the customer must inform IDEAL of all names and addresses of his customers to whom he has delivered the reserved goods or who dispose of them.

4. Until revoked, the customer is authorized to collect assigned claims from the resale. IDEAL is entitled to revoke the client's authorization to collect for good cause, in particular in the event of default of payment, suspension of payment, opening of insolvency proceedings, justified indications of over-indebtedness or insolvency of the client. In addition, IDEAL may, after expiry of a reasonable period of time, demand that the client informs its customer of the assignment, discloses the assignment to the client's customers and collects the assigned claims.
5. The client must inform IDEAL immediately of any seizure or other interventions by third parties. The client is obliged to immediately provide IDEAL with the information and/or documents necessary to assert the claims it has or could have against its respective client.
6. In the event of breaches of duty by the customer, in particular in the event of default in payment or other breaches of his obligations towards IDEAL, IDEAL shall be entitled to withdraw from the contract in addition to taking back the goods after the unsuccessful expiry of a reasonable deadline set for the customer; the statutory provisions on the dispensability of setting a deadline shall remain unaffected. The customer is obliged to deliver or hand over the reserved goods to IDEAL or to a third party named by IDEAL. The taking back or assertion of the retention of title or the seizure of the reserved goods by IDEAL does not constitute a withdrawal from the contract, unless IDEAL has expressly declared this.

**D. Timely delivery; force majeure, delay and consequences of delay**

1. Unless expressly agreed otherwise, all deliveries shall be made ex FCA IDEAL works in Lippstadt, Germany (in accordance with Incoterms 2020). Decisive for compliance with the agreed delivery time is the time of handover to the forwarding agent, carrier or other third party commissioned with the transport. If delivery cannot be made for reasons for which IDEAL is not responsible, notification of readiness for dispatch shall suffice.

If dispatch or delivery is delayed at the request of the customer by more than one month after notification of readiness for dispatch, IDEAL may charge the customer a storage fee of 0.5% for each additional month or part thereof, up to a maximum of 5% of the price of the delivery. Both parties reserve the right to prove higher or, if applicable, lower storage costs.

2. Early deliveries and partial deliveries are permitted unless they are unreasonable for the Client. In such a case, the parties shall mutually agree on the most practicable and efficient way to safely store products delivered early or as part of the planned scope of delivery. If partial deliveries have been agreed between IDEAL and the customer, the customer must provide adequate storage facilities and adequate insurance cover.
3. Delivery deadlines are only binding if IDEAL has received all documents or other information to be provided by the client which are necessary for the fulfillment of the contract, as well as necessary approvals and releases in good time and if agreed terms of payment and other obligations of the client are met. If these requirements are not met in time, agreed performance periods and deadlines shall be extended accordingly; this shall not apply if and to the extent that IDEAL is solely responsible for the delay.

4. If IDEAL is in default and the customer demonstrably suffers damage as a result, the customer may demand compensation for each completed week of delay of 0.5%, but not more than a total of 5% of the price for the part of the delivery that could not be put into appropriate operation due to the delay.
5. If non-compliance with performance deadlines is due to force majeure, these deadlines shall be extended accordingly.

"Force Majeure" means the occurrence of an event or circumstance which prevents a party from performing one or more of its obligations under the Contract if and to the extent that such party proves: [a] that such impediment is beyond its reasonable control; and [b] that it could not reasonably have been foreseen at the time of the formation of the Contract; and [c] that the effects of the impediment could not reasonably have been avoided or overcome by the party affected.

In the absence of proof to the contrary, the following events affecting a Party shall be presumed to fulfill the conditions [a] and [b] of this clause: (i) war (declared or undeclared), hostilities, invasion, acts of foreign enemies, extensive military mobilization; (ii) civil war, riot, rebellion and revolution, military or usurped power, insurrection, acts of terrorism, sabotage or piracy; (iii) currency and trade restrictions, embargo, sanctions; (iv) lawful or unlawful official acts, compliance with laws or government orders, expropriation, confiscation of works, requisition, nationalization; (v) plague, epidemic, natural disaster or extreme natural event; (vi) explosion, fire, destruction of equipment, prolonged breakdown of transportation, telecommunications, information systems or power; (vii) general industrial unrest such as boycott, strike and lockout, go-slow, occupation of factories and buildings.

6. A party which justifiably invokes force majeure shall be released from its obligation to perform its contractual obligations and from any liability for damages or other contractual remedies for breach of contract from the time when the event leads to an impediment to performance, provided that it gives notice thereof without delay. If the notification is not made immediately, the exemption shall take effect at the time when the notification is received by the other contracting party. If the effect of the claimed impediment or event is temporary, the above consequences shall only apply for as long as the claimed impediment hinders the performance of the affected party. Unless otherwise agreed, the parties expressly agree that the contract may be terminated by either party if the duration of the impediment exceeds 6 months.
7. If a contracting party proves that:
  - a) the continued performance of its contractual obligations has become unduly burdensome due to an event beyond its reasonable control and which it could not reasonably have expected at the time of entering into the contract; and that
  - b) it could not reasonably have avoided or overcome the event or its consequences,

notwithstanding No. 6 of this Section D, the parties shall, within a reasonable time after the invocation of this clause, negotiate alternative contractual terms which reasonably enable the consequences of the event to be overcome.

8. If No. 7 of this Section D applies, but the parties have not been able to agree on alternative contractual terms in accordance with this Section, either party shall be entitled, with the assistance of the court or arbitration tribunal, to demand the adjustment of the contract with a view to restoring the balance or termination of the contract.

9. Both claims for damages by the customer due to delayed delivery and claims for damages in lieu of performance that go beyond the limits specified in No. 4 of this Section D are excluded in all cases of delayed delivery, even after expiry of a deadline set by IDEAL for delivery. This shall not apply in cases of liability for intent, gross negligence or injury to life, limb or health. In the event of gross negligence, IDEAL's liability shall be limited to the type and amount of damage that is typical for the contract and was reasonably foreseeable for IDEAL at the time the contract was concluded. A withdrawal of the client from the contract due to legal provisions is limited to cases in which IDEAL is solely responsible for the delay. A change in the burden of proof to the detriment of the client is not associated with the above provisions.
10. The customer is obliged, at IDEAL's request, to declare within a reasonable period of time whether he wishes to withdraw from the contract due to the delay or whether he prefers the delivery of the goods and the fulfillment of any further obligations of IDEAL under the respective contract.

#### **E. Transfer of risk**

1. The transfer of risk for the delivery shall take place in accordance with the Incoterms clause agreed in each case, even if partial deliveries are made or services over and above the delivery (e.g. assembly and commissioning) have been agreed. If an Incoterm clause has not been expressly agreed, the delivery clause FCA (Incoterms 2020) shall apply.
2. If dispatch, delivery, the start or performance of installation or assembly, the takeover into the client's own operation or trial operation is delayed for reasons for which the client or its customer is responsible or if the client is in default of acceptance for other reasons, the risk shall pass at the time at which it would have passed without the delay, notwithstanding any other agreements between the parties.

#### **F. Material defects**

IDEAL is liable for material defects of the deliveries as follows:

1. Claims for defects presuppose that the customer fulfills his legal obligation to inspect the goods received and notifies IDEAL of the lack of conformity. Notifications of defects by the client must be made in writing and without delay.

IDEAL does not warrant for defects that are due to constructions or measures that the client has expressly requested, or that occur in materials or products that the client has provided or whose use has expressly requested contrary to a notice or recommendation from IDEAL.

2. All those parts or services which have a material defect shall, at IDEAL's discretion, be repaired, replaced or provided again free of charge within a reasonable period of time, provided that the cause of the defect already existed at the time of the transfer of risk.
3. Claims for rectification or replacement shall become time-barred 12 months after the start of the statutory limitation period; the same shall apply accordingly to withdrawal and reduction. This shall not apply if the applicable law prescribes longer periods, in the event of intent, fraudulent concealment of the defect or non-compliance with a quality guarantee.
4. If the rectification or replacement delivery fails repeatedly, the Client shall be entitled to withdraw from the contract or to reduce the remuneration; any claims for damages on the part of the Client pursuant to No. 8 or 9 of this Section F shall remain unaffected.

5. Claims for defects shall not exist in the event of only insignificant deviation from the agreed quality, only insignificant impairment of usability, natural wear and tear or damage arising after the transfer of risk as a result of incorrect or negligent handling, excessive strain, unsuitable equipment, defective construction work, unsuitable building ground or due to special external influences which are not assumed under the contract, or in the event of non-reproducible software errors. If the client or third parties carry out improper modifications, installation/removal or repair work, no claims for defects shall exist for these and the resulting consequences. The same applies to modifications or repair work carried out on the spare parts or other delivery items supplied by IDEAL without the consent of IDEAL.

6. Claims on the part of the client for expenses incurred for the purpose of subsequent performance, in particular transport, travel, labor and material costs, are excluded if the expenses increase because the object of the delivery has subsequently been moved to a location other than the agreed place of delivery, installation and/or use, unless the relocation corresponds to its intended use.

7. The client's rights of recourse against IDEAL shall only exist insofar as the client has not made any agreements with its customer that go beyond the statutory claims for defects. The exclusions and limitations set out in this Section F shall apply accordingly to the scope of the client's right of recourse against IDEAL.

8. The client is not entitled to compensation for damages due to defects. This shall not apply in the event of fraudulent concealment of a defect, non-compliance with a quality guarantee, injury to life, body or health and/or in the event of intentional or grossly negligent breach of duty by IDEAL and in all cases of mandatory statutory liability (e.g. under the Product Liability Act). In the event of gross negligence, IDEAL's liability shall be limited to the type and amount of damage that was typical and foreseeable at the time the contract was concluded between IDEAL and the customer. A change in the burden of proof to the detriment of the client is not associated with the above provisions. Further claims or claims other than those regulated in this Section F on the part of the client due to a defect are excluded.

#### **G. Software usage**

1. The customer may only use the software to the extent permitted by law (§§ 69 a ff. UrhG), in particular not sell, reproduce, revise, translate or convert from the object code to the source code. The customer undertakes not to remove manufacturer information - in particular copyright notices - or to change them without the prior express consent of IDEAL. All other rights to the software and documentation, including copies, remain with IDEAL or the software supplier. The granting of sublicenses is not permitted.
2. The client must take all reasonable and appropriate measures to protect against malware that could lead to the loss or falsification of data or programs or to the impairment of systems or parts. He is obliged to test the delivered software for malware before executing and opening the files. This also applies to software that he wants to use in the context of his (operating and control) systems, insofar as the functionality of the software can be influenced by IDEAL.
3. In addition, the client is obliged to regularly and independently back up data in order to protect against data loss or manipulation. In the event of loss or manipulation, IDEAL shall only be liable for the effort required to restore the correct data in the event of proper data backup by the client.

#### **H. Industrial property rights and copyrights; defects of title**

1. IDEAL reserves all industrial property rights and/or copyrights to its cost estimates, drawings and other documents (hereinafter referred to as "Documents"). The Documents may not be copied, reproduced or made accessible to third parties in any way without the prior written consent of IDEAL and must be returned to IDEAL immediately upon request if the order is not placed with IDEAL. Sentences 1 and 2 shall apply accordingly to the client's documents; however, these may be made accessible to third parties to whom IDEAL has permissibly subcontracted or from whom IDEAL itself procures products and/or services to fulfill its own obligations to the client.
2. Unless otherwise agreed, IDEAL is obliged to provide the delivery only in the country of the place of delivery without infringing industrial property rights and copyrights of third parties (hereinafter: property rights). If a third party asserts justified claims against the customer due to the infringement of industrial property rights by deliveries made by IDEAL and used in accordance with the contract, IDEAL shall be liable to the customer within a period of 12 months from delivery or from completion of installation or assembly as follows
  - a) IDEAL shall, at its own discretion and at its own expense, either obtain a right of use for the deliveries concerned or modify or replace them in such a way that the property right is no longer infringed. If this is not possible for IDEAL under reasonable conditions, the customer shall be entitled to the statutory rights of withdrawal and reduction.
  - b) IDEAL's obligation to pay damages is governed by Section J.
  - c) The aforementioned obligations of IDEAL shall only exist insofar as the customer (i) immediately notifies IDEAL in writing of the claims asserted by the third party, (ii) does not acknowledge an infringement and (iii) IDEAL reserves the right to take all defensive measures and settlement negotiations. If the customer ceases to use the delivery for reasons of mitigation of damages or other important reasons, he is obliged to point out to the third party that the cessation of use does not constitute an acknowledgement of an infringement of property rights.
3. Claims of the customer are excluded if he is responsible for the infringement of property rights or could have foreseen that the deliveries infringe the property rights of third parties and he has failed to inform IDEAL of this.
4. Claims of the customer are also excluded if the infringement of property rights is caused by special specifications of the customer, by an application not foreseeable by IDEAL, by the end products manufactured with the delivery or by the fact that the delivery is modified by the customer or used together with products not supplied by IDEAL.
5. In connection with the claims that the customer may have pursuant to No. 2 of this Section H, Section F Nos. 2 and 7 and Section J shall apply accordingly in the event of an infringement of a property right.
6. In the event of other defects of title, the provisions of sections F and J shall apply accordingly.
7. Further or other claims of the client against IDEAL, its legal representatives or its vicarious agents than those regulated in this Section H and in Section J are excluded.

#### **I. Export control**

1. The client shall provide all information and documents required for export, transportation and import purposes.

2. If the customer intends to export or transfer the delivery item to a country or territory against which the United Nations, the European Union or the United States of America have imposed or enacted an embargo or other export or re-export restrictions, the customer shall inform IDEAL of this in writing prior to the conclusion of the contract. Such export, transfer or use shall require the prior written consent of IDEAL even after conclusion of the contract. The client assures compliance with the relevant export regulations, including embargoes and sanctions. In the event of resale of the delivery item, the client shall ensure that this obligation is passed on along the entire supply chain to the end customer with whom the delivery item remains. In the event of a breach of this provision, IDEAL shall be entitled to terminate the contract with immediate effect and to claim damages for non-performance.

#### **J. Other claims for damages**

1. Unless otherwise provided for in these terms and conditions, the client shall not be entitled to compensation, regardless of the legal grounds. This includes in particular claims for damages arising from the breach of pre-contractual and other obligations as well as claims in tort.
  2. The above exclusions of liability shall not apply insofar as liability is assumed as follows:
    - a) under the Product Liability Act and/or other mandatory statutory provisions;
    - b) willful act or willful omission by IDEAL, its legal representatives or executives;
    - c) in the event of gross negligence on the part of owners, legal representatives or executives;
    - d) in case of fraudulent intent;
    - e) Failure to comply with a contractual guarantee;
    - f) negligent injury to life, limb or health.

However, claims for damages in the event of a grossly negligent breach of duty shall be limited to the damage that was reasonably foreseeable for IDEAL at the time of conclusion of the contract with the customer, unless one of the above exclusions of liability applies. IDEAL's liability for loss of production and loss of profit is always excluded, unless IDEAL has acted (or failed to act) intentionally or mandatory statutory provisions provide for a claim for loss of production or loss of profit.

3. The exclusion of liability pursuant to No. 1 of this Section J shall also apply if the Client demands compensation for futile expenses or costs in addition to or instead of fulfillment of the contract.
4. A change in the burden of proof to the detriment of the client is not associated with the above provisions.
5. Insofar as IDEAL's liability is excluded or limited, this exclusion and/or limitation shall also apply to the personal liability of IDEAL's employees, workers, staff, executives, legal representatives, vicarious agents and assistants.
6. Except in the case of intent or willful default or in the case of mandatory liability, the Client's claims for damages shall be limited to an amount that is reasonable in view of the economic value of the contract and the insurance cover usually in place.

#### **K. Place of jurisdiction and applicable law**

1. The exclusive place of jurisdiction for all disputes arising directly or indirectly from the contract shall be the registered office of IDEAL. However, IDEAL shall be entitled, at its own discretion,



to bring an action at the customer's registered office or to submit the dispute to arbitration, in which case arbitration proceedings shall be conducted in accordance with and under the Rules of Arbitration of the International Chamber of Commerce (ICC) in Paris. The place of arbitration shall be Frankfurt/Main (Germany) and the language of the arbitration proceedings shall be German.

2. This contract, including its interpretation, shall be governed by the laws of Switzerland, including the United Nations Convention on Contracts for the International Sale of Goods (CISG).

**L. Severability clause**

The legal invalidity or unenforceability of one or more provisions of these terms and conditions shall in no way affect the validity of the remaining provisions and the contract as such. In this case, the invalid or unenforceable provision shall be deemed to be replaced by a legally valid and enforceable provision whose legal and economic effects come closest to what the invalid or unenforceable provision was intended to achieve.