

**ISE Information Systems Engineering GmbH**  
**General terms and conditions as of September 2018**

**1.0 Validity**

These general terms and conditions (GTC) apply to all business relationships of ISE Information Systems Engineering GmbH (hereinafter: ISE) with entrepreneurs within the meaning of Section 14 (1) of the German Civil Code (BGB) and legal entities under public law or special law under public law (hereinafter: customers). The General Terms and Conditions apply as a framework agreement for all purchase, service and work contracts for products (e.g. hardware, software, software licenses, accessories and other merchandise) including their installation and implementation as well as for other services (e.g. advice, concepts, training, Maintenance and support services).

- 1.1 These terms and conditions apply exclusively. Deviating, conflicting or supplementary general terms and conditions of business, purchasing or delivery of customers shall only become part of the contract to the extent that a member of the ISE management has expressly agreed to their validity in writing. This approval requirement also applies in particular if ISE carries out the delivery to the customer without reservation, knowing the general terms and conditions of the customer.
- 1.2 All additions and additions to or deviations from these terms and conditions must be agreed in writing in order to be effective. This also applies to the success of this section 1.2.

**2.0 Offers, conclusion of contracts**

- 2.1 Offers from ISE are subject to change and non-binding. This also applies if the customer has been given catalogs, product descriptions or technical documentation (e.g. drawings, plans, calculations, calculations) in the guise of the conclusion of the contract. All offers or other service promises of ISE are subject to the timely, correct and complete self-delivery by upstream suppliers; this also applies if certain service times or periods are promised by ISE. A lack of delivery on the part of the supplier, which ISE is not responsible for, means that ISE does not have to deliver itself. The delivery / order contract has expired.
- 2.2 The order by the customer is considered a binding contract offer, unless the order or other agreements indicate otherwise. Orders by email are also binding. ISE is entitled to accept this contract offer within 2 weeks of receipt. The acceptance can be declared in writing (e.g. through order confirmation) or impliedly through delivery of the goods to the customer. Insignificant or commercial changes, in particular of a technical or optical nature, are reserved and do not constitute a deviation from the order, provided that the suitability of the service is not or only insignificantly impaired.
- 2.3 If the order confirmation contains details that deviate from the order or from the other order, these deviations are deemed to have been approved by the customer, unless the customer contradicts the deviations in writing immediately after receiving the order confirmation.

**3.0 Leistungsumfang**

- 3.1 The type and scope of the contractually owed services to be provided by ISE are listed in the order confirmation or a service description enclosed with the order confirmation. With the delivery or performance of the service, unless otherwise agreed and this is possible, the customer receives the non-exclusive right to use the services provided in the scope of the order confirmation or service description. For software, the provisions of section 11 of these terms and conditions apply. The right of disposal and other intellectual property rights of ISE on introduced or developed models, methods, processes, etc. remains untouched.
- 3.2 ISE is entitled to have all obligations towards the customer carried out by qualified agents, including subcontractors. In doing so, it will only use persons whose qualifications appear sufficient to provide the service owed properly.
- 3.3 Installation and implementation of the products we deliver are regular ancillary services to the purchase contract

and can only be performed as a service contract if expressly agreed to this effect.

- 3.4 All descriptions of the object of performance only contain information on the quality; Guarantees require a separate written agreement.

**4.0 prices**

- 4.1 Unless otherwise agreed in individual cases, all prices apply ex warehouse, plus statutory sales tax. When purchasing a mail order, the customer bears the transport costs from stock and the costs of any transport insurance requested by the customer. The customer bears any customs duties, fees, taxes and other public charges. Transport and all other packaging in accordance with the packaging ordinance ISE does not take back, they become the property of the customer; pallets are excluded. If assembly or installation at the customer's request, a separate remuneration agreement must be made, unless this is expressly part of the order confirmation.
- 4.2 For other services, the customer pays the amounts specified in the order confirmation. The customer will reimburse ISE for all reasonable travel expenses and other expenses incurred in connection with the provision of the services.

**5.0 Terms of Payment**

- 5.1 Unless another payment term is granted in the order confirmation, invoices are due immediately and payable within 14 days of receipt of the invoice and delivery of the goods. After this period, the customer is in default. If the customer is in arrears with his payment obligations, all existing claims of ISE from the entire business relationship are due for payment immediately.
- 5.2 Other services that are provided over a longer period of time will be invoiced to the customer in advance.
- 5.3 Payments are considered received as soon as ISE can dispose of the amounts.
- 5.4 Checks and bills of exchange or comparable means of payment will only be accepted subject to their coverage being fulfilled. Payments must be made cashless on one of the ISE business accounts. The customer must bear any costs arising from checks or bills of exchange and all costs caused by any kind of cashless payments.
- 5.5 ISE reserves the right to make partial invoices for partial deliveries.

**6.0 Time of delivery**

- 6.1 Delivery is ex warehouse, which is to be regarded as the place of performance. At the request of the customer, the goods will be shipped to another location (dispatch purchase). Unless pick-up or pick-up by third parties has been agreed and the customer has not given any special instructions, ISE is entitled to determine the type of shipment (in particular transport company, shipping route, packaging).
- 6.2 The specified times of service provision are only estimates. Even if delivery terms have been agreed bindingly, ISE will not be in default without a specific warning from the customer. Delayed self-delivery by upstream suppliers that is not the fault of the supplier shall preclude a delay by ISE during the period of the delay.
- 6.3 If ISE is unable to meet delivery or service periods for reasons for which it is not responsible (unavailability of the service), it will inform the customer immediately and at the same time determine an appropriate new delivery / service period. If the new delivery / service deadline is not available, ISE is entitled to withdraw from the contract in whole or in part. Any consideration already paid by the customer will be reimbursed immediately. In this sense, the timely self-supply by suppliers applies in particular if a congruent covering transaction has been concluded. The legal rights and obligations of the contracting parties remain unaffected.
- 6.4 If the customer does not accept the delivery by the contractually agreed date at the latest or is otherwise in default of acceptance, ISE is entitled to invoice prices in

accordance with the price lists applicable at the time the contractually owed service is actually provided. If the customer is in default of acceptance, the ISE is entitled to the consideration even if the delivery has not yet taken place. Further rights remain unaffected.

#### **7.0 Installation, system implementation**

- 7.1 Installation and / or system implementation on the customer's premises will only take place if this has been expressly agreed.
- 7.2 By the time of delivery, the customer must create all of the structural, technical and other requirements required for installation and / or system implementation.
- 7.3 If the customer does not carry out the corresponding preparatory work, incompletely or not in good time before the planned delivery / service date, he is in default of acceptance. ISE can set the customer a reasonable grace period to effect this preparatory work, after which ISE is entitled to withdraw from the contract.
- 7.4 The work for the installation and / or system implementation begins with the delivery, unless otherwise agreed. They are coordinated in consultation with the customer in such a way that the impact on the customer's day-to-day business remains as low as possible.

#### **8.0 Acceptance when installing or implementing solutions**

- 8.1 If the installation and / or system implementation in the customer's premises has been expressly agreed by ISE, ISE will check the proper function of the products during the acceptance test and / or a test run. The course of the installation test used and the duration of the trial run are the sole, appropriate concerns of ISE and vary from product to product.
- 8.2 If defects are found that prevent the successful completion of the installation test, Section 15.4 applies. After the supplementary performance, the acceptance test must be repeated at ISE's expense. For this purpose, ISE will agree on an appointment with the customer, which should take into account all circumstances as soon as possible after the tent point of the unsuccessful acceptance test.
- 8.3 Provided that no defects preventing the acceptance were found  
The report on the result of the installation test and the date must be signed by the customer. This date of signature is regarded as an installation date and at the same time as an acceptance date if a trial run is not taking place.
- 8.4 If a test run takes place in addition to the installation test, it starts with the installation date. Defects that occur during the trial run will be remedied by ISE free of charge and the trial run will be extended by the time the defect is remedied. If no defects preventing the acceptance are reported by the customer at the end of the trial run, the acceptance is deemed to have taken place.

#### **9.0 Transfer of risk**

The risk of accidental loss of the accidental deterioration of the goods passes to the customer upon delivery. The handover is the same if the customer is in default of acceptance. In the case of mail order purchases, the risk of accidental loss and accidental deterioration of the goods passes to the forwarder, the carrier or the person or institution otherwise responsible for carrying out the mailing.

#### **10.0 Retention of title**

- 10.1 ISE reserves title to the goods sold until all (including future) claims from an ongoing business relationship have been paid in full.
- 10.2 The goods subject to retention of title may neither be pledged to third parties nor fully used as security before the secured claims have been paid in full. The customer must inform ISE immediately if and insofar as third parties access the reserved goods.

10.3 If the customer behaves contrary to the contract, especially if the due remuneration is not paid, ISE is entitled to withdraw from the contract in accordance with the statutory provisions and / or to demand the goods based on the retention of title. The request for surrender does not include the declaration of withdrawal; Rather, ISE is only entitled to demand the goods out and to reserve the right to withdraw. If the customer is in default of payment, ISE may only assert these rights if it has previously unsuccessfully set the customer a reasonable payment deadline or if such a deadline can be dispensed with in accordance with the statutory provisions.

10.4 The customer is entitled to the retention of title to resell and / or process standing goods in the ordinary course of business. In this case, the following provisions also apply.

#### **10.4.0 The retention of title extends to through**

Processing, blending or combination of the products created to their full value, at ISE is deemed to be the manufacturer. If the right of ownership remains in the course of processing, mixing or combining with third-party goods, ISE acquires co-ownership in the ratio of the invoice values of the processed, mixed or combined goods. Otherwise, the same applies to the resulting product as to the goods delivered under retention of title.

10.4.2 The from the resale of the goods or products

The customer already incurs any claims against third parties or in the amount of any co-ownership share in accordance with section 10.4.1 above to ISE for security. ISE accepts the assignment. The in 10.2. The customer's specified levels also apply with regard to the assigned claims.

10.4.3 In addition to ISE, the customer remains authorized to collect the claim. ISE undertakes not to collect the receivable as long as the customer meets his payment obligations towards ISE, does not fall into arrears with payment and there is no application to open insolvency proceedings or payment is suspended. If this is the case, however, ISE can demand that the customer disclose the assigned claims and their debtors, provide all the information necessary for collection, hand over the associated documents and notify the debtors (third parties) of the assignment.

10.4.4 If the value of the collateral exceeds the claims of the ISE by more than 10%, ISE will, at the request of the  
To this extent release customers of collateral of their choice.

10.4.5 The customer must insure the products at their own expense against theft, breakage, fire damage, water damage and other damage at their nominal value and provide proof of such insurance upon request.

#### **11.0 Software licenses**

11.1 If standard software is the subject of the services contractually owed by ISE, the license conditions of the respective manufacturer are de. Software contract content and the software may only be used in accordance with these license terms. Furthermore, ISE is not liable for the correctness of the licensing of software available to the customer or provided by the customer. ISE does not check whether there is sufficient licensing.

11.2 Insofar as software that is not standard software is the subject of the contractual services, the type and scope of the usage authorization results from the order confirmation or a line description attached to the order confirmation.

#### **12.0 Personal data**

If the contractual activity of ISE is to collect, save or process personal data on behalf of the customer, the customer remains the responsible body in the sense of the data protection regulations. If required, ISE and the customer will conclude a contract for order processing within the meaning of the GDPR.

### 13.0 Customer's obligations

- 13.1 The customer shall provide in good time and free of charge all technical data, computer programs, files, documentation, test data and / or other information and aids which it considers useful, appropriate and necessary for the provision of the contractually owed services in accordance with the order confirmation and / or service description must hold or requests the ISE from him. Should problems, delays, damage, communication or expenses arise from the content, inaccuracy, incompleteness or inaccuracy of the data, materials and information provided by the customer, these shall be borne by the customer.
- 13.2 If the contractually owed services are provided in the customer's business premises, the customer shall provide free rooms, services, devices (such as copiers, fax machines, computers and modems) and, if necessary, personnel to an extent that is necessary for the implementation of the Performance is appropriate. Insofar as ISE employees or agents in the customer's business premises have to observe house rules, the customer will inform ISE in good time and instruct their employees / agents accordingly. With the exception of house rules and any safety regulations, the employees of ISE are not subject to any instructions from the customer and are not integrated into their operational organization.
- 13.3 The customer will comply with all other obligations to cooperate as per the service description or order confirmation.
- 13.4 If the customer does not meet his obligations or does not meet his obligations in good time before the planned delivery / service date in accordance with the aforementioned paragraphs, he will be in default of acceptance. ISE can then set the customer a reasonable grace period to implement these cooperation obligations, after which the expiry, ISE is entitled to withdraw from the contract without prejudice to any further claims.

### 14.0 Intellectual property

- 14.1 ISE is either the owner of all designs, processes, techniques, concepts, software and inventions, regardless of whether they are used, produced or created in connection with the services (collectively called the "creations"), and all Associated industrial property rights, copyright, trade secrets and all other related intellectual property, or ISE is authorized by the respective right holder to use and / or distribute them. None in the offer, service description, order confirmation or any other for the The statement contained in the relevant contractual relationship must be interpreted in such a way that the customer tacitly, through coherent behavior or in any other way beyond the legally compulsory measure, a license or other right, a claim or a share in the creations and / or related to them property is transferred.
- 14.2 The customer is obliged to accept ISE in a reasonable manner in the assignment, proof, registration and enforcement of their rights and their ownership of all patents, copyrights and other intellectual property associated with the creations and all other Contractual relationship in all countries and rights held by ISE. This includes also the preparation of additional Escrow and support when registering patents, copyrights or other intellectual property. ISE bears all related costs.

### 15.0 Investigation, reprimand, and

- 15.1 The customer is obliged to examine the goods received immediately for obvious defects, in particular also for obvious shortages or damage. Recognizable transport damage must be reported to the freight forwarder immediately in order to receive claims from the freight forwarder's liability. Other obvious defects are to be asked for immediately, at the latest within two weeks after receipt of the goods. Timely dispatch of the notice of defects is sufficient to meet the deadline. In the case of non-obvious (hidden) defects, the customer is obliged to do so immediately

to complain in writing after their discovery. If the customer fails to make the complaints specified above, the goods are deemed to have been approved and ISE's liability for those not criticized

Deficiency is excluded. The customer bears the burden of proof for the legal situation of the complaint as well as for the presence and the time of the discovery of a defect.

- 15.2 As an intermediary, ISE is under no obligation to examine the merchandise that it has obtained from previous suppliers and delivered to the customer unchanged.
- 15.3 Insofar as ISE creates a concept or other work within the scope of the service to be performed, the customer must carry out the acceptance immediately as soon as the service is ready for acceptance. ISE can set a reasonable period for acceptance.
- 15.4 Defects that preclude acceptance will be remedied free of charge; the acceptance period is extended by the time of rectification of the defect. If there are no qualified complaints from the customer at the end of the acceptance period that stand in the way of an acceptance, the acceptance is deemed to have taken place.

### 16.0 warranty

- 16.1 The statutory provisions apply to the customer's rights in the event of defects (claims for defects), unless specified otherwise below.
- 16.2 Only information that is expressly contained in the offer of ISE and in the customer's order shall apply as an agreement on the quality of the goods.
- 16.3 Unless the condition has been agreed, ISE is not liable for public statements (e.g. advertising messages and labels) from third parties, especially not the manufacturer, unless ISE expressly makes them the subject of its own statements. Liability for incorrect assembly instructions is also excluded.
- 16.4 If the delivered item is defective, ISE can choose whether to remedy the defect by means of rectification or replacement delivery in accordance with the statutory provisions. The right to refuse subsequent performance under the statutory requirements remains unaffected.
- 16.5 If the subsequent performance has failed or is unreasonable for the customer, if it is impossible or ISE has - rightly or wrongly - refused it or if a period of time for the subsequent performance has expired without success or is missing according to the legal regulations, the customer can withdraw from the purchase contract or reduce the purchase price, in the case of a contract for work, remedy the defect by means of self-performance and replace or withdraw the costs of self-performance from ISE or reduce the price. However, there is no right of withdrawal in the event of an insignificant defect. With a declaration of withdrawal or a reduction, the customer's right to delivery of a defect-free item is void.
- 16.6 Claims of the customer for damages or reimbursement of futile expenses are only granted "within the scope of the following paragraph 17, otherwise they are excluded.
- 16.7 The warranty is void if and insofar as the customer uses unauthorized additional devices or makes changes or repairs to the delivered products or the related software without prior express consent or has them carried out by personnel who have not been authorized to do so by ISE, unless, the customer proves that the defects were not caused by this work or are not due to the aforementioned measures.

### 17.0 Limitation of liability

- 17.1 ISE shall be liable in accordance with the statutory provisions in the event of breaches of duty which are not deficiencies or which have caused damage beyond the deficiency, unless stated otherwise in the following.
- 17.2 ISE is responsible for malice, intent and gross negligence. In addition, ISE is also responsible for simple negligence in the following cases: (i) for damage to life, limb or health, (ii) for the violation of a material contractual obligation; whose fulfillment enables the proper execution of the contract in the first place and on the observance of which the customer

regularly trusts and can trust (cardinal obligation); in this case, however, the stance is limited to the replacement of the foreseeable, typically occurring damage. Claims by the customer from guarantees and the Product Liability Act remain unaffected in any case.

- 17.3 Due to a breach of duty that is not due to a defect, the customer can only withdraw - if the further legal requirements are met - if ISE is responsible for the breach of duty. The withdrawal is excluded if the breach of duty is negligible.
- 17.4 ISE shall only be liable for the loss of data and their restoration in accordance with the above provisions insofar as such a misappropriation could not have been avoided by appropriate data backup measures on the part of the customer. In addition, liability is limited to the typical restoration effort that would have occurred had the corresponding backups been made.
- 17.5 ISE was not responsible for damage to the customer due to delay, incorrect or incomplete delivery to ISE by its sub-suppliers, unless ISE was responsible for this.
- 17.6 All limitations of liability also apply to the organs and agents of ISE.

#### **18.1 Period of limitation**

- 18.2 For the rest, the limitation period for claims for defects is one year from delivery and, in the case of services to be accepted, one year from acceptance. If delivery has not taken place, the limitation period begins at the end of the year in which the claim arose. The aforementioned limitation periods also apply to competing claims from unauthorized acts.
- 18.3 The statutory limitation period applies in the following cases: (i) For claims for defects, if ISE maliciously concealed the defect or assumed a guarantee for the procurement; (ii) claims for harmful salt from the displacement of life, body or health; (iii) claims for other damages based on an intentional or grossly negligent transfer of duty; (iv) for claims under the Product Liability Act; (v) for claims for damages from the deferral of other essential contractual obligations (cardinal obligations), without which the execution of the contract is not possible and on which the contractual partner of ISE can regularly rely.
- 18.4 All other claims and rights of the customer, not mentioned in the above paragraphs 1 and 2 - regardless of the legal reason - become statute-barred one year from the time the service is provided. If the service has not been rendered, the limitation period begins at the end of the year in which the claim arose. Shorter statutory periods of limitation shall prevail.

#### **19.0 Economic conditions**

If ISE's free assessment does not justify the terms of payment granted, ISE is entitled to withhold orders that have not yet been executed until the customer has provided adequate security. This does not apply if, upon written request, the customer immediately pays for all products already delivered and / or pays in advance for all products ordered but not yet delivered

#### **20.0 Cession, Concessions, retention**

- 20.1 The customer only has the right to offset if his counterclaims have been legally established or recognized by ISE or have arisen from an entitlement to refuse performance. The customer can only exercise a right of retention if this is based on the same contractual relationship.
- 20.2 The assignment of rights from the business relationship by the customer requires the prior written consent of ISE.
- 20.3 ISE is entitled to assign the claims from the business relationship with the customer within the framework of customary refinancing including factoring and to affiliated companies.

#### **21.0 confidentiality**

Each of the contracting parties is obliged to keep the information and documents from the area of the other contracting party secret, which are marked as confidential or which are clearly identifiable as business or company secrets for other reasons. Unless this is necessary to achieve the purpose of the contract, the contracting parties are not entitled to record, utilize or pass on such information or documents to third parties. The contracting parties have to impose corresponding obligations on their employees and representatives. The confidentiality obligation ends if the information requiring confidentiality becomes generally known or becomes known to the user from a third party during the period of non-disclosure without violating a confidentiality obligation.

#### **22.0 Export regulations**

The customer is obliged to observe the provisions applicable at the respective time regarding the export of products from the European Economic Area and from Germany. It is solely up to the customer to obtain any necessary export permits and to comply with their regulations.

#### **23.0 Place of fulfillment, place of jurisdiction and applicable law**

- 23.1 For these General Terms and Conditions and all legal relationships between ISE and the customer, the law of the Federal Republic of Germany applies, to the exclusion of all international and supranational (contractual) legal systems, in particular the United Nations Convention on Contracts for the International Sale of Goods. Conditions and effects of the retention of title gladly. Paragraph 10, on the other hand, is subject to the law at the respective storage location of the item insofar as the choice of law in favor of German law is inadmissible or ineffective.
- 23.2 Place of performance and jurisdiction for all the Strenig chains resulting directly or indirectly from the contractual relationship is Bamberg. The same applies if the customer does not have a general place of jurisdiction in Germany or if the place of residence or habitual residence is unknown at the time the lawsuit is filed.