



General Terms and Conditions

Status: 01.2021

A. GENERAL

1. Scope

1.1 These General Terms and Conditions (GTC) shall apply for the duration of the business relationship between ID-Lindner (Ingenieurtechnische Dienstleistungen Lindner) and the Customer (CUSTOMER) for all services and deliveries to be provided by ID-Lindner, in particular services under a contract for work and services and the delivery of test equipment and test rigs.

1.2 These GTC shall apply exclusively; any conflicting or deviating GTC of the Principal shall not be recognized unless ID-Lindner has expressly agreed to their validity in writing.

2. Offers and documents

2.1 ID-Lindner's offers are subject to change until final confirmation of the order.

2.2 ID-Lindner reserves all rights of ownership and copyright to cost estimates, drawings and other documents. These documents may only be made accessible to third parties with the prior written consent of ID-Lindner. The data and information contained in the documents do not represent any guarantee commitments! Guarantee promises require in any case an explicit written confirmation by ID-Lindner.

3. Prices/payment terms

3.1 The prices are basically formed according to the positions formulated in the offer and are basically valid plus the legal value added tax. In the case of partial services, a pro rata calculation shall be made! In case of additional expenses, a corresponding settlement will be made on the basis of the offer and the order!

3.2 Unless other payment terms are expressly agreed, 30 days net shall apply as the term of payment!

3.3 Offsetting of mutual claims is only possible after mutual agreement by both parties!

4. Deadlines/duties to cooperate

4.1 Deadlines shall always apply in accordance with the provisions of the offer and order.

4.2 If the customer does not fulfill his obligation to cooperate in the form of providing documents, test parts, etc., this will result in delays. These may also exceed the time frame of the original delay, as such delays may have an impact on the internal planning, be it of test stands or production capacities! In principle, such delays are at the expense of the customer!

4.3 The customer shall be liable opposite ID-Lindner for ensuring that the services provided by it and the documents, information, data and objects provided within the scope of the cooperation are free from third party intellectual property rights that preclude or impair their use by ID-Lindner in accordance with the contract.

4.4 Compensation for delay shall always require a separate agreement within the scope of the order etc.!

4.5 In case of force majeure, the time of performance shall be extended by the duration of the impediment and a reasonable restart time. If the aforementioned circumstances make performance impossible or unreasonable, ID-Lindner shall be released from its obligation to perform.

5. Secrecy

5.1 The customer and ID-Lindner are mutually obligated to treat all information relating to the business and operational affairs of the respective other party as strictly confidential and to use it only within the scope of the purpose of the respective order placed. Within the scope of this purpose ID-Lindner is entitled to pass on the information to third parties!

6 Liability / Compensation

6.1 ID-Lindner shall pay damages, irrespective of the legal grounds, exclusively in accordance with the principles set forth below.

6.2 Irrespective of the following points, the burden of proof shall always lie with customer!

6.3 ID-Lindner shall be liable in case of intent and gross negligence for damages resulting from a breach of the duty of care for personal injury and property damage of three (3) million euros, respectively five (5) million euros, per damaging event.

6.4 In cases of slight negligence, the aforementioned liability limits shall also apply.

6.5 Otherwise, liability for damages - regardless of the legal nature of the asserted claim - is excluded. In this respect, ID-Lindner shall in particular not be liable for unforeseeable damages, consequential damages, other indirect damages and damages from lost profits.

6.6 Claims for damages on the part of the Customer shall become statute-barred after 24 months.

6.7 The restrictions and limitations according to clauses

6.1-6.5 do not apply if legally binding other regulations are valid!

7. Rights of use

7.1 For all works and work results developed by ID-Lindner on behalf of the customer, ID-Lindner grants the customer, upon payment in full, the exclusive and perpetual right to use them to the extent described in the respective order.

7.2 Especially for the software developed within the scope of test bench projects, this may only be used in direct connection with the overall project! Use of the software for other machines or devices is not permitted!

B. WORK CONTRACTS

8. Special conditions for contracts for work and services

In case of conclusion of contracts for work and services between the customer and ID-Lindner, the following special terms and conditions shall apply in addition:

8.1 The order shall generally be executed at ID-Lindner. The complete or partial execution at the Customer's premises may be agreed if this is required for performance reasons.

8.2 The right to issue instructions to its vicarious agents and employees, in particular the instruction, guidance and supervision, shall be exclusively incumbent on ID-Lindner, even if the order is performed at the Customer's premises. This shall not affect the Customer's right to issue order-related instructions concerning the work result in individual cases.

8.3 The progress of performance shall be confirmed by the Customer by signing the project-related documents submitted to him. For the acceptance of the services, the conditions stipulated in the offer or in the order shall apply!

8.3.1 The customer shall be obliged to immediately inform ID-Lindner in writing of any defects of which it becomes aware. In the event of material defects in performance, ID-Lindner shall initially be given the opportunity to remedy such defects within a reasonable period of time, to the exclusion of any further claims.

8.3.2 ID-Lindner shall initially provide warranty for any defects in the results of the order at its own discretion by rectification or new production. If the rectification/replacement fails despite at least two attempts at subsequent performance, the Customer may demand a reduction in the purchase price or rescission of the contract as well as compensation for damages under the limitation of liability according to clause 6. In the event of only minor defects, the Customer shall not be entitled to withdraw from the contract. The warranty period for defects not caused intentionally shall be 24 months from the respective statutory commencement of the limitation period.

C. CSR / sustainability requirements

9. CSR (Corporate Social Responsibility)

9.1 CSR is to be understood as the social responsibility of companies in the sense of sustainable business. CSR is the responsibility of companies for their impact on society.

9.2 ID-Lindner has adopted an appropriate CSR policy and requires its employees and suppliers to comply with at least the minimum standards applicable in Germany and standards applicable in Germany and Europe in the areas mentioned in 9.3. and to comply with relevant agreements between employers' associations and employee associations and to implement them!

9.3 General: Code of Conduct for employees (see actual „CSR-Richtlinie_ID-Lindner“) and suppliers (see actual Supplier Code of Contact_ID-Lindner“):

9.3.1 Working conditions and human rights

Social issues

- Child labor and young workers
- Wages and benefits
- Working time
- Forced or compulsory labor and human trafficking
- Freedom of association and collective bargaining
- Harassment
- Non-discrimination

Procedures and guidelines for compliance with Working Conditions and human rights issues
Occupational Health and Safety Directive

9.3.2 Business ethics

Corruption, extortion and bribery, data protection, Financial Responsibility (Accurate Records), Disclosure of Information, Fair Competition and Antitrust Law, Conflicts of Interest, Plagiarism, Intellectual Property, Export controls and economic sanctions, preservation of the identity and protection against retaliation

9.3.3 Environment

Energy consumption and greenhouse gas emissions, water quality and consumption, air quality, natural resource management and waste resources and waste prevention, responsible chemical Management.

9.3.4 Supplier management

Ensuring compliance with the conditions at suppliers

9.3.5 Procurement of raw materials

D. FINAL PROVISIONS

10 Place of performance/jurisdiction/applicable law

10.1 The place of performance for ID-Lindner's contractual services shall be Ingolstadt. The place of performance for the Customer's payment obligation is the registered office of ID-Lindner.

10.3 These GTC shall be governed by the laws of the Federal Republic of Germany, with the exception of the rules of private international law.