

# Insoptics' General Terms and Conditions of Sale

## 1| Acceptance of Terms.

All sales by Insoptics and its subsidiaries and affiliates ("Insoptics") to any person (a "Customer") of the units of products specified in the document to which these Terms and Conditions of Sale are attached or referred to (the "Product") will be governed by these Terms and Conditions of Sale. If the terms or conditions of any purchase order, offer or acceptance from Customer or supply or other agreement differ from or seek to add to or supplement these Terms and Conditions of Sale, these Terms and Conditions of Sale shall constitute a counter-offer and will not be effective as an acceptance of Customer's differing, additional or supplemental terms and conditions, all of which are hereby rejected. THESE TERMS AND CONDITIONS OF SALE SHALL BE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS OF AGREEMENT BETWEEN INSOPTICS AND CUSTOMER.

## 2| Prices and Payment.

All price quotations are subject to confirmation and are non-binding. Unless otherwise agreed to by Insoptics in writing, all prices for the sale of Product for delivery in the European countries are stated in and to be paid in EUR. All payments are due and payable in **seven (7)** days from date of invoice. Insoptics reserves the right to require alternative payment terms, including without limitation letter of credit or payment in advance. Payments not made by the due date shall be subject to a late payment charge of the lesser of one and one-half percent (1 ½%) per month or the maximum rate permitted by law.

## 3| Deliveries/Delay in Delivery

The prices are quoted ex-work, without the statutory VAT. Packaging, insurance, installation, installation material, commissioning, and training – if not otherwise agreed - are charged separately. According to our current capacity utilization and the delivery situation of our suppliers, the delivery time is approx. 14-16 weeks ex-works as from placing the order and clarification of all technical and commercial details. The stated delivery time can differ at the time of placing an order.

## 4| Limitation of claims for defects

Requirements on the side of the Customer for removal of defects fall under the statute of limitations in 12 months starting from initial operation at the Customer. At the latest however 13 months after delivery, if the delay is not to be accounted for by the contractor. Wear parts are excluded from the warranty. This includes lamps or other elements that are subject to wear depending on the use.

Claims for defects do not arise for causes that are not attributable to our fault, for example:

normal wear, excessive loads, improper interferences or repair work on the part of the Customer or third parties, incomplete or faulty information given by the Customer, inappropriate or improper use, faulty operation, installation, commissioning, faulty or negligent handling, improper maintenance, use of inappropriate equipment/substitutes, insufficient construction work, inappropriate subsoil, detrimental ambient conditions unknown to us, chemical, electrochemical or electrical influences, modifications performed on the delivered object without our approval.



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## 5| Intellectual Property Rights; Software

Any intellectual property rights on a worldwide basis, including, without limitation, patentable inventions (whether or not applied for), patents, patent rights, copyrights, work of authorship, moral rights, trademarks, service marks, trade names, trade dress trade secrets and all applications and registrations of all of the foregoing resulting from the performance of these Terms and Conditions of Sale that is conceived, developed, discovered or reduced to practice by Insoptics, shall be the exclusive property of Insoptics. Specifically, Insoptics shall exclusively own all rights, title and interest (including, without limitation, all intellectual property rights throughout the world) in and to the Products and any and all inventions, works of authorship, layouts, know-how, ideas or information discovered, developed, made, conceived or reduced to practice, by Insoptics, in the course of the performance of these Terms and Conditions of Sale. Software products provided or made available by Insoptics for use with Insoptics' Product are nonexclusively licensed pursuant to the terms and conditions of the applicable Insoptics Software License supplied with such Product.

## 6| Equipment directions

The consideration of Customer-specific specifications differing from the Insoptics standard can be offered at a surcharge. If specifications for the use of certain equipment, components, etc. differ from our standard are issued by the Customer only upon or after placing the order, we reserve the right to increase the price accordingly and to postpone the indicated delivery date. In mutual interest, we recommend accepting our equipment standard. The safety precautions pursuant to the accident prevention regulations are considered in the present offer.

## 7| Final acceptance

The system is considered to have been accepted two weeks after our information about the

readiness for acceptance unless the Customer files a written complaint about existing essential deficiencies within this period.

## 8| Assembling and Service rates

The Insoptics quotes for additional support and service hour rates:

Qualification	Off-site	On-site
Service technician	€ 15, -	€ 25, -
Process engineer	€ 35, -	€ 45, -
Software engineer	€ 45, -	€ 55, -

Overnight expenses are charged according to proof of payment.

Travel expenses:

- For car are charged per km: € 0,65 / km
- For the use of hired cars, the actual expenses are charged according to proof of payment.
- For traveling by train the price of 2nd class including any surcharges. Overnight train couchette coach or 1st class.
- For flights, the actual expenses of traveling Economy Class according to proof of payment

## 9| Exclusion of delivery

- Unpacking and installation of the system
- Structural alterations for the insertion, installation, or operation of the system, for example:
  - Openings and drilled holes
  - Pits
  - Covers
- Connection to MES/IT systems (if not listed separately in the offer)

## 10| Restrictions

The system contains some parts and devices provided by the Customer. Insoptics is not responsible for possible issues and malfunctions caused by these parts and devices. All possible losses must be born by the Customer.