

General Terms and Conditions of Sale, Delivery and Payment of ISOPAN Deutschland GmbH

I. Scope, Definitions

1. All business relations of ISOPAN Deutschland GmbH on the one hand (hereinafter referred to as ISOPAN/seller) and enterprises on the other hand (hereinafter referred to as the customer/purchaser) are based on these conditions (hereinafter referred to as the General Terms and Conditions). In the context of an existing business relationship, these conditions become a contractual condition even if ISOPAN has not explicitly indicated their inclusion in each individual case. These terms shall also apply to framework agreements concluded by ISOPAN with the customer.
 2. These General Terms and Conditions apply exclusively. Conflicting conditions or conditions deviating from these General Terms and Conditions of the purchaser shall not be accepted. They do not become part of the contract even by acceptance of the order, and even if ISOPAN does not expressly contradict them.
 3. If individual agreements have been made with the customer in individual cases, these take precedence over the General Terms and Conditions of ISOPAN. The content of the individual agreement can only be verified by a written contract or by written confirmation from ISOPAN.
 4. An enterprise within the meaning of these General Terms and Conditions is a natural or legal person or company which, at the time the agreement is concluded, is exercising its commercial or individual professional activity. Entrepreneurs within the meaning of these General Terms and Conditions are also authorities or other bodies governed by public law if they act exclusively under private law when the contract is concluded.
- shall be replaced by the contract in text form, unless - otherwise agreed. In as far as ISOPAN, its officers, employees or commercial agents make changes or additions to the contract after its conclusion, these shall require written confirmation or confirmation in text form to be effective.
4. Information on quality and durability, technical data and descriptions in ISOPAN's product information, advertising material or technical leaflets etc. are not guarantees of quality or durability.
 5. Offers made by the purchaser are only to be regarded as accepted if expressly stated. The silence of ISOPAN to an offer by the customer does not constitute acceptance. This also applies to so-called commercial letters of confirmation, unless the parties have expressly agreed otherwise for the individual case.
 6. ISOPAN's performance obligation is limited exclusively to the obligations resulting from the written order confirmation. Consulting and information services are not subject of the contract, unless they have been expressly agreed in writing.
 7. We reserve the right to make technical changes as well as deviations in dimension, weight and quality, insofar as they are permissible according to DIN/EN standards or customary in trade. Proof of weight is provided by presenting the so-called weighing slip. The customer is at liberty to prove the defectiveness of the measurement carried out.
 8. ISOPAN reserves all rights of ownership and copyrights to documents made available to the customer. They may not be made available to third parties without the express written consent of ISOPAN and shall be used exclusively for the execution of the specific contractual relationship.

II. Conclusion of Contract

1. ISOPAN offers are subject to change and non-binding. This shall also apply if illustrations, drawings, technical documentation, calculations or other documents or product descriptions, references to DIN standards (referred to as documents) etc. have been provided to the customer, whatever their form. ISOPAN's services described on ISOPAN's website or in other media also do not constitute binding offers by ISOPAN.
 2. The buyer's order merely represents a contract offer. A contract shall only be concluded upon confirmation of the order by ISOPAN in text form, which the customer must return countersigned. The content of the contract is based exclusively on the content of the order confirmation.
 3. Verbal promises made by ISOPAN, its employees or sales representatives prior to the conclusion of the contract are not legally binding and
9. Consulting and planning services, which the customer provides to third parties, are not subject of the contract. Any information provided by ISOPAN regarding this or - regarding the intended installation is always non-binding. This shall only not apply if a separate consultancy and planning contract has been expressly agreed in writing. All statements, information, execution recommendations or other advice given by ISOPAN with regard to the suitability or use of the goods for the purposes of the customer are non-binding recommendations, unless expressly agreed otherwise in a contract. They do not release the customer from their obligation to carry out their own tests and examinations regarding the suitability or use of ISOPAN's products for the purposes intended by them. The customer bears sole responsibility for this.

III. Delivery, Transfer of Risk, Acceptance and Default of Acceptance

1. Unless otherwise stated in the order confirmation, "delivery ex works/warehouse" is agreed. "Ex works/warehouse" is also the place of performance for the service and any subsequent performance. At the request and expense of the purchaser, the purchased item will be shipped to another destination (mail order). Unless otherwise agreed, ISOPAN shall be entitled to determine the type of dispatch itself (in particular transport companies, shipping routes).
2. Goods are delivered in standard packaging. Special packaging, if at all possible, will only be provided by ISOPAN at the express request of the customer, at the customer's expense and at their sole risk. If ISOPAN has a legal obligation to take back packaging, it shall be taken back at ISOPAN's warehouse. In this case, the purchaser shall bear the costs of the return transport and disposal of the packaging.
3. ISOPAN is entitled to make partial deliveries to a reasonable extent.
4. ISOPAN is entitled to make excess and short deliveries, as is customary in the industry.
5. The risk of accidental loss and accidental deterioration of the purchased item shall pass to the purchaser at the latest upon delivery, even if partial deliveries are involved. In the case of sale to destination and delivery by drop shipment, the risk of accidental loss and accidental deterioration of the goods as well as the risk of delay shall already pass upon delivery of the goods to the forwarding agent, the carrier or the person otherwise designated to carry out the shipment. Default of acceptance may have the same effect as delivery to the buyer or acceptance.
6. In as far as reasonable for the buyer, deliveries shall be accepted from him even if they show negligible defects.
7. Goods reported by ISOPAN as ready for shipment must be collected or retrieved from the customer within 8 calendar days. If this does not happen after an appropriate reminder with an appropriate deadline, ISOPAN is entitled to ship the goods at the expense and risk of the ordering party or, at its own discretion, to store the goods at the expense and risk of the ordering party with a flat rate of 0.10 €/m² per day and to invoice the goods immediately. The purchaser reserves the right to prove that no damage or minor damage has been incurred.
Other legal regulations concerning default of acceptance by the purchaser remain unaffected.
8. In the case of contracts with continuous delivery, ISOPAN call-offs and type allocations shall be made for roughly

equal monthly quantities. Otherwise, ISOPAN shall be entitled to make the provisions itself at its reasonable discretion.

9. If call-offs exceed the total contractual quantity, ISOPAN is entitled, but not obliged, to deliver the excess quantity. Additional quantities are charged at the prices valid at the time of the call.

IV. Prices and Payment

1. Prices are always exclusive of VAT payable by law.
2. In the absence of a special agreement, ISOPAN's invoices are due for payment without any deduction within 30 days from the date of invoice and delivery.
3. In the case of sale to destination, the day of delivery is the day on which the goods are notified as ready for dispatch or on which they are handed over to the person responsible for transport.
4. Refusal of payment or withholding of payment shall be excluded if the customer was aware of defects or other reason for complaint when the contract was concluded. This shall also apply if it has remained unknown to them due to gross negligence, unless ISOPAN has concealed the defect or any other reason for complaint or has given a guarantee for the quality of the item. In addition, payment may only be withheld to a reasonable extent due to defects or other complaints.
5. The customer shall only be entitled to offsetting if their counterclaims are undisputed or legally binding, if they are based on the same contractual relationship with ISOPAN and/or if they would entitle the customer to refuse performance according to § 320 of the BGB. The mere silence of ISOPAN with regard to the assertion of such counterclaims shall not be considered as an acknowledgement. This shall apply accordingly to any right of the purchaser to refuse performance. The right of the customer to offset against counterclaims arising from other legal relationships is only available to the customer insofar as they are undisputed or legally binding.
6. ISOPAN reserves the right to accept cheques as payment in lieu of performance. Without the consent of ISOPAN, no fulfilment shall occur and the acceptance of cheques shall only be accepted on account of performance. Insofar as ISOPAN expressly accepts payment by cheque as fulfilment in individual cases, credit notes will be issued for this purpose, subject to receipt less expenses, with the value of the day on which ISOPAN may dispose of the equivalent sum.
7. Payment by bill of exchange is expressly excluded and is not accepted.
8. In the event of delay in payment, the statutory provisions shall apply. In particular, in case of default, ISOPAN is entitled to charge interest of 9 percentage points above the basic interest rate as well as receive a lump sum

of 40.00 EUR. The lump sum shall be offset against any damages owed, insofar as the damage is based on costs of legal action. We expressly reserve the right to assert further damages.

9. A discount expressly agreed upon in individual cases shall always refer only to the pure value of the goods according to the invoice without freight and packaging and is not granted if the purchaser is in default of payment obligations from previous deliveries.
10. In case the customer is in default of payment of due invoices, ISOPAN is entitled to demand concurrent payment for outstanding deliveries. However, the customer can avert these legal consequences by paying in advance or by cash on delivery of the goods or by providing sufficient securities in the amount of the endangered payment claim. If the customer fails to pay in advance or by cash or provide sufficient security within a specified period, ISOPAN shall have the right to withdraw from the contract and demand compensation for damages.
11. If it becomes apparent after the conclusion of the contract that ISOPAN's claim for payment is endangered by the lack of ability to pay on the part of the customer, or if the customer defaults on payment of a not insignificant amount or if other circumstances arise which indicate a substantial deterioration of the customer's financial situation, ISOPAN is entitled to the legal rights to refuse performance. ISOPAN shall then also be entitled to call due all accounts not yet due from the current business relationship and/or to demand advance payment for outstanding deliveries.
12. Subject to further claims, ISOPAN may, in case of reasonable doubt as to the solvency of the customer, especially in case of default of payment, revoke granted payment terms and make further deliveries dependent on the granting of other securities.

V. Delivery Time, Delayed Delivery

1. Details on delivery times are approximate. Delivery periods shall generally begin on the date of the order - confirmation and are generally subject to the proviso that all details of the order have been clarified between the contracting parties and that the customer has fulfilled all obligations incumbent upon them, such as the provision of necessary official certificates or approvals or the payment of a deposit etc. If this is not the case, delivery time shall be extended or postponed appropriately. The latter shall not apply if ISOPAN is responsible for the delay.
2. Adherence to the delivery time is subject to correct and timely delivery to ourselves, and in the case of import - transactions, is also subject to the receipt of verifiable documents and import permits. This shall not apply if ISOPAN is responsible for the incorrect or delayed - delivery. ISOPAN shall inform the customer as soon as possible if delays become apparent.

3. The delivery time shall be deemed to have been met if the delivery item has left ISOPAN's factory before its expiry. It shall be deemed to have been met upon notification of readiness for dispatch if the goods cannot be dispatched on time through no fault of ISOPAN.
4. If dispatch or acceptance of the delivery item is delayed due to reasons for which the customer is responsible, they will be charged the costs incurred by the delay, in particular customary local storage costs, starting one month after notification of readiness for dispatch or acceptance.
5. ISOPAN shall not be liable for events of force majeure and exceptional circumstances which make the contractual performance considerably more difficult for ISOPAN or which temporarily hinder or make impossible the proper execution of the contract. ISOPAN is entitled to postpone the delivery for the duration of the obstruction and a reasonable start-up time. This also applies if such events occur during an existing delay. Force majeure shall also include all circumstances independent of the will and influence of the parties to the contract, such as natural disasters, government measures, decisions by authorities, blockades, war epidemic, pandemic and covid-19, and other military conflicts, mobilisation, civil unrest, terrorist attacks, strike, lock-outs and other labour disturbances, - confiscation, embargo or other circumstances which are unforeseeable, serious and beyond the control of the parties to the contract and which occur after conclusion of the contract. It is irrelevant whether these circumstances occur at ISOPAN, the supply plant or a preliminary supplier. ISOPAN will do everything in its power to reduce the extent of the consequences caused by the force majeure and will immediately inform the customer about the beginning and the end of such circumstances.

If the execution of the contract becomes unreasonable for one of the contracting parties due to the above events, in particular should performance of major parts of the contract be delayed by more than 6 months, each contracting party shall be entitled to terminate the contract, excluding any claims for damages.

6. The customer may withdraw from the contract without a notice period if ISOPAN is unable to provide the services completely before the transfer of risk. In addition, the customer may withdraw from the contract if the execution of part of the delivery becomes impossible and they have a legitimate interest in rejecting partial delivery. If this is not the case, the customer must pay the contract contractual cost of partial delivery. The same applies in case of inability to perform on the part of ISOPAN. Section VIII.2. is otherwise applicable.

If the the inability or impossibility of performance occurs due to the delay of acceptance or if the customer is solely or largely responsible, they shall remain obliged to pay.

7. ISOPAN shall be in default - taking into account the legal exceptions - only after the expiry of a reasonable time limit set by the customer, which must be at least

15 days. In case of a delay in delivery, the customer is obliged to declare within a reasonable period of time at ISOPAN's request whether they will make use of their right of withdrawal and/or claim damages instead of performance. If the purchaser does not make a written declaration within the period, their silence shall be deemed to be a waiver of the obligation to deliver.

Further claims arising from delay in delivery shall be determined exclusively in accordance with Section VII.2 of these Terms and Conditions.

VI. Retention of Title

1. ISOPAN reserves the right of ownership of the goods until the purchase price has been paid in full - including any additional ancillary services owed. In the case of goods which the customer receives within the framework of an ongoing business relationship, ISOPAN reserves the right of ownership until all claims against the customer, including future claims, as well as from contracts signed simultaneously or at a later date, are concluded (balance reservation). This shall also apply if all or some of the receivables of ISOPAN have been incorporated into a current account and the account balance has been settled and acknowledged. However, the balance reservation does not apply to pre-payments or cash transactions which are concluded concurrently. In this case the delivered goods remain the property of ISOPAN until the purchase price for these goods is paid in full.
2. The customer is obliged to treat the object of purchase with care until complete acquisition of ownership, in particular to insure it sufficiently at their own expense at the original value against loss, damage and destruction, e.g. against fire and water damage and theft. The customer assigns to ISOPAN their claims from the insurance policies at this point. ISOPAN shall accept the assignment.
3. If the goods subject to retention of title are processed or transformed by the customer, this shall always be done on behalf of ISOPAN. The expectant right of the customer to the goods subject to retention of title shall continue in the transformed object. If the retained goods are processed with other items not belonging to ISOPAN, ISOPAN shall acquire co-ownership of the new item in proportion of the objective value of the retained goods subject to retention of title to the other processed goods at the time of processing. The object arising from the aforementioned processing is subject to the same reservations as the goods delivered under reservation. If the retained goods are processed with other items not belonging to ISOPAN, ISOPAN shall acquire co-ownership of the new item in proportion of the objective value of the retained goods subject to retention of title to the other mixed goods at the time of mixing. If, as a result of mixing, the new item is to be regarded as the main item, it is agreed that the customer transfers co-ownership to ISOPAN on a pro rata basis. The supplier shall keep the property thus produced for ISOPAN free of charge.

4. The customer may only sell the delivered goods only in the ordinary course of business and under normal business conditions and as long as they are not in default of payment to ISOPAN. Another condition is that the customer reserves the right of ownership towards his customers and that the claims from the resale are transferred to ISOPAN. The use of the goods subject to retention of title for the fulfilment of contracts for work and services and contracts for work and materials, in particular the combination of the goods subject to retention of title with the real estate of a third party, shall also be deemed a resale. The customer is not permitted to resell the goods if they have effectively assigned or pledged the claim against their contractual partner arising from the resale of the goods to a third party in - advance or has agreed a prohibition of assignment with them.
5. The claims to which the customer is entitled from a resale, a processing or for any other legal reason (insurance services, tort, etc.) are already now assigned to ISOPAN for security purposes. ISOPAN shall accept the - assignment.

If the buyer sells the goods subject to retention of title together with other goods, the claim from the resale will be assigned to ISOPAN in the ratio of the invoice value of the goods subject to retention of title to the invoice value of the other goods. ISOPAN shall accept the - assignment. In the event of the resale of goods in which ISOPAN has a co-ownership share in accordance with clause. V.3. the customer shall assign to ISOPAN a part of the claim corresponding to his co-ownership share. ISOPAN shall accept the assignment.

6. The customer is hereby authorised until revoked to collect all debts the claims assigned to ISOPAN on their account and in their own name. As soon as the customer does not fulfil one of his obligations towards ISOPAN, especially his obligation to pay, ISOPAN is entitled to revoke the customer's right of collection, to inform the customer's debtors of the assignment and to demand payment.
7. As long as and to the extent that the reservation of title exists, the customer may neither pledge the delivery item nor assign it as security. In the event of seizure, confiscation or other orders by third parties, they must immediately inform ISOPAN. In case of seizure and - confiscation of the goods subject to retention of title, the customer shall refer to the rights of ISOPAN. They shall notify ISOPAN of these measures without delay and, in the event of danger of default, they shall at their own expense take the necessary remedies himself to safeguard ISOPAN's rights.
8. If the customer acts contrary to the contract, especially in case of default of payment, ISOPAN is entitled to withdraw from the contract and to take back the delivery item after a reminder and the customer is obliged to return it.

9. As soon as the customer defaults on payment, they are obliged to provide ISOPAN with a list of the remaining goods subject to retention of title immediately after notification of the suspension of payment.
10. If the value of the securities existing for ISOPAN exceeds the claims to be secured permanently by more than 10%, ISOPAN will release securities of ISOPAN's choice upon request of the customer.

VII. Claims for Defects

The statutory provisions shall apply to the rights of the customer in the event of material defects and defects of title, unless otherwise provided below.

Material Defects

1. Claims by the customer arising from defects shall require that the goods have a material defect which already existed at the time of the transfer of risk. A further - prerequisite is that the customer has fulfilled his inspection and complaint obligations in accordance with § 377 HGB.
2. The contractual quality of the goods shall be determined exclusively in accordance with the contractual agreements, without this constituting a guarantee. Insignificant production-related, customary to the industry or otherwise insignificant technical or material-related deviations in dimension, quantity, weight, colour, quality, aesthetics (such as colour deviations, dents, surface irregularities, deviations in thickness or length etc.) within the scope of industry-standard or standard tolerances do not constitute a material defect.
3. ISOPAN shall not be liable for defects in goods resulting from customer drawings, measurements or other - specifications provided by the buyer. The customer alone shall be liable for the correctness of such information ISOPAN is not obliged to verify customer information.
4. If improper installations/removals of the goods or improper rectification work is carried out by the purchaser or third parties, no claims for defects shall be lodged for these defects and the resulting consequences. The same applies to changes to the delivery item made without ISOPAN's prior consent or failure to comply with ISOPAN's instructions for use or installation. There shall also be no claims for defects in case of damage that occurs after the transfer of risk, in particular due to unsuitable or improper use, faulty assembly by the customer or third parties, natural wear and tear, faulty or negligent handling, improper transport or storage, unsuitable operating materials, wilful damage or due to other particular external influences - unless ISOPAN is responsible for them.
5. In the case of purchase of used goods or declassified materials, warranty claims of the purchaser pursuant to § 437 BGB are excluded.
6. The customer must inspect the received goods immediately after their arrival for quantity and quality as well as the general suitability of the goods for the respective use. Upon receipt of the goods, the customer shall immediately notify ISOPAN of all obvious defects and damage to the goods as well as other defects that can be detected in the course of a reasonable inspection. The goods shall be deemed to be approved and the customer shall forfeit their warranty rights if ISOPAN does not receive a written notice of defects in case of obvious defects immediately in which the defect is specifically described, at the latest 7 days after delivery of the goods, or in case of defects that cannot be detected despite a reasonable inspection, at the latest 7 days after their detection.
7. In the case of an intended installation or attachment of the goods, subject to clause VII. 3, the buyer is obliged to check the properties of the goods relevant to installation or attachment and to the subsequent intended use of the goods as soon as the goods are received. They are obliged to immediately notify ISOPAN of any defects in writing within 7 days, provided that an inspection of these properties carried out at this time is reasonable in accordance with the type and condition of the goods. Receipt by ISOPAN is crucial for the timeliness of the written notification. If the notification of defects with regard to the aforementioned properties is omitted despite reasonable inspection, the goods shall be deemed to be approved.
8. In the event of installation or attachment of the goods, the customer is obliged to examine and check the internal and external properties of the goods which are crucial for this and for subsequent intended use before installation or attachment. If they fail to do so, they are guilty of gross negligence. In this case, the buyer shall only be entitled to warranty rights with regard to these properties if the defect in question has been fraudulently concealed or if ISOPAN has expressly assumed a guarantee for the quality of the item.
9. If the buyer detects a defect, they shall be obliged to provide ISOPAN with the item complained about, or samples thereof, in order to examine the complaint and they shall be obliged to allow a reasonable period of time for the examination. Until the inspection by ISOPAN has been completed, the customer may not dispose of the goods and may under no circumstances resell or further process them.
10. If there is a defect in the goods as a result of a circumstance that occurred before the transfer of risk, ISOPAN shall be entitled, considering the nature of the defect and the legitimate interests of the ordering party, to determine the type of subsequent fulfilment, by replacement delivery or repair. If the supplementary performance fails, the customer may - without prejudicing

any claims for damages in accordance with Section VIII - withdraw from the contract or reduce the purchase price after the unsuccessful expiry of a reasonable period. If the defect is not significant or if the goods have already been altered, processed or modified, the customer shall only be entitled to reduce the purchase price.

11. The customer shall give ISOPAN the time and opportunity necessary for the supplementary performance, in particular to hand over the rejected goods for testing purposes. In case of a replacement delivery, ISOPAN may require the customer to return the defective goods.

12. If the customer's claims for defects are justified and if the customer has installed defective goods into another object or attached them to another object in accordance with their type and purpose of use at the time of transfer of risk, the customer can only demand reimbursement of expenses for the removal of the defective object and the installation or attachment of the repaired or delivered defect-free goods (removal and installation costs) from ISOPAN according to § 439 subsection 3 of the BGB in accordance with the following provisions.

13. Required within the meaning of § 439 subsection 3 BGB dismantling and installation costs are only those which concern the dismantling and installation or the mounting of identical products, which have been incurred on the basis of conditions customary in the market and which can be proved to ISOPAN by the customer by presenting suitable receipts at least in text form. The customer's right to advance payment for dismantling and installation costs is excluded.

14. Any customer claims exceeding the costs of dismantling and installation, in particular costs for consequential damage caused by defects, such as loss of profit, costs of operational breakdown, additional costs for replacement purchases, etc., do not constitute dismantling and installation costs and are not to be considered within the scope of subsequent performance within the meaning of § 439 (3) BGB.

15. If on a case-by-case basis the expenses claimed by the customer for the supplementary performance according to § 439 subsection 3 BGB are disproportionate, especially in relation to the purchase price of the goods in defect-free condition and considering the importance of the lack of conformity, ISOPAN is entitled to refuse the reimbursement of these expenses. In particular, disproportionate in the above mentioned meaning is if the expenses asserted within the meaning of § 439 subsection 3 BGB exceed a value of 150% of the purchase price of the goods in defect-free condition or 200% of the reduced value of the goods caused by the defect.

16. Claims of the customer for expenses necessary for the purpose of subsequent performance, such as transport,

travel, labour and material costs in particular, are excluded to the extent to which these expenses increase as the goods were subsequently taken to a place other than the customer's branch or the place contractually agreed, unless the transfer corresponds to their intended use. This applies accordingly, to claims for reimbursement of expenses by the purchaser in accordance with § 445 a BGB, provided the last contract in the supply chain is not a sale of consumer goods.

17. The customer is obliged to inform ISOPAN immediately about any warranty case that has occurred at one of its contractual partners.

18. If a notice of defect turns out to be unjustified, the customer is obliged to reimburse ISOPAN for the costs incurred as a result, provided that they have recognised or negligently failed to recognise that there is no defect and that the cause of his complaint lies within his area of responsibility.

19. Compensation for damages or reimbursement of futile expenses can only be made in accordance with the provisions of section VIII of these General Terms and Conditions.

20. The customer's right of recourse against ISOPAN in accordance with § 445 a (recourse of the entrepreneur) shall only exist if the customer's claim was justified and only to the extent that the customer has not made any agreements with his customer exceeding the legal claims for defects. Furthermore, they presuppose that the customer's own duties have been observed, in particular the duties of inspection and notification of defects. The customer shall also be treated by ISOPAN as if it had implemented all legally permissible contractual possibilities vis-à-vis its contractual partner (e.g. refusal of supplementary performance due to disproportionality or limitation of the reimbursement of expenses to a reasonable amount).

ISOPAN shall be entitled to reject recourse claims of the customer - apart from a claim for new delivery of the goods - if the customer is granted adequate compensation for the exclusion of his rights.

Defects of Title:

21. If the use of the delivery item leads to an infringement of industrial property rights or copyrights in Germany, ISOPAN will, at its own expense, generally obtain the right for further use for the customer or modify the delivery item in a way that is reasonable for the customer so that the infringement of industrial property rights no longer exists.

If this is not possible on economically reasonable terms or within a reasonable period of time, the purchaser is entitled to withdraw from the contract. Under the - aforementioned conditions, ISOPAN shall also have the right to withdraw from the contract.

In addition, ISOPAN shall indemnify the customer from undisputed or legally binding claims of the respective owners of property rights.

- a. the customer informs ISOPAN immediately of any asserted infringements of industrial property rights or copyrights,
- b. the customer supports ISOPAN to a reasonable extent in the defence of the asserted claims or enables ISOPAN to carry out the modification measures according to section VI. 21,
- c. all defence measures including out-of-court settlements are reserved to ISOPAN,
- d. the defect of title is not based on an instruction of the customer and the infringement of rights is not caused
- e. by the fact that the customer has modified the delivery item arbitrarily or used it in a non-contractual manner.

VIII. Liability of ISOPAN, disclaimer

1. If the object of delivery cannot be used by the customer in accordance with the contract due to culpable violation of non-contractual or contractual obligations on the part of ISOPAN, the provisions of sections VII and VIII.2 shall apply to the exclusion of further claims of the customer.
2. ISOPAN shall only be liable - for whatever legal reasons - for damages not occurring on the delivery item itself
 - a. in case of intent,
 - b. gross negligence of the owner/agents or executive employees,
 - c. culpable injury to life, body, health,
 - d. defects which ISOPAN has fraudulently concealed
 - e. within the scope of a guarantee promise,
 - f. defects of the delivery item, as far as liability for personal injury or damage to privately used objects is provided for under the product liability law.

In case of culpable violation of essential contractual obligations, ISOPAN shall also be liable for gross negligence of non-executive employees and for slight negligence, limited in the latter case to reasonably - foreseeable damages typical of the contract.

The above rulings do not constitute any change in the burden of proof to the disadvantage of the customer. Further claims are excluded.

IX. Statute of Limitation

All claims of the purchaser - for whatever legal reasons - are subject to a limitation period of 12 months. This also applies to the limitation of recourse claims in the supply chain according to § 445b subsection 1 BGB if the last contract in this supply chain is not a consumer goods purchase. The suspension of expiration from § 445b paragraph 2 BGB remains unaffected. The statutory periods shall apply to claims for damages in accordance with section VIII. 2 a-d and f. They shall also apply to defects of a building structure or to delivery items which have been used for a building structure according to their customary purpose of use and where

has caused its defectiveness. Rectification of defects and replacement delivery shall not cause the limitation period to start anew.

X. Storage of Data, Data Protection

1. All personal data provided by the customer will be collected, processed and stored exclusively in accordance with the provisions of German Data Protection Act.
2. In order to process the contract concluded with the customer, it is necessary to use their personal data. The customer's address and e-mail address may be communicated to transport companies, to ISOPAN's contractors and to other companies with which ISOPAN is economically or organizationally linked for the execution of the order. Any use beyond this requires the express consent of the customer.
3. The customer the right to request information free of charge about their stored data as well as a right to correction, blocking or deletion of this data. If the customer has further questions regarding the collection, processing or use of his personal data, they can contact ISOPAN. The same applies to information, blocking, deletion and correction requests regarding the personal data of the customer as well as to revocation of consents granted.

XI. Applicable Law, Court of Jurisdiction

1. All legal relations between ISOPAN and the customer shall be governed exclusively by the law of the Federal Republic of Germany applicable to legal relations between domestic parties. Additionally, the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall apply.
2. The place of performance for all obligations from the contractual relationship is Halle (Saale).
3. The exclusive - including international - place of jurisdiction for all disputes arising between the parties from the contractual relationship is the court whose jurisdiction the headquarters of ISOPAN Deutschland GmbH falls under. However, ISOPAN shall also be entitled to bring legal action at the headquarters of the customer.
4. Should individual provisions of these terms and conditions of sale and delivery be invalid in whole or in part, this shall not affect the validity of the remaining provisions. The wholly or partially invalid provision shall be replaced by a provision whose purpose and economic success comes as close as possible to the invalid provision.
5. In cases of doubt, the German version of these General Terms and Conditions shall apply.