

General Terms and Conditions of Purchase of INTRAVIS Gesellschaft für Lieferungen und Leistungen von bildgebenden und bildverarbeitenden Anlagen und Verfahren mbH

(as at 12.05.2025)



I. General provisions

1. For all orders placed by INTRAVIS Gesellschaft für Lieferungen und Leistungen von bildgebenden und bildverarbeitenden Anlagen und Verfahren GmbH (hereinafter also referred to as "Intravis GmbH" or the "buyer"), only these terms and conditions shall apply, unless expressly agreed otherwise. Deviating or supplementary conditions of the seller are not binding, even if the seller states that it only wishes to deliver under its own terms and conditions. The validity of any terms and conditions of sale of the seller is hereby expressly rejected.

2. Acceptance of the delivery shall not be deemed to be acceptance of different terms and conditions of sale, even if the buyer does not expressly object to them upon receipt; the same shall apply to the unconditional payment of the delivery. Upon confirmation or execution of the buyer's order, these Terms and Conditions of Purchase shall be deemed to have been accepted, even if the seller refers to its own terms and conditions of sale when confirming or executing the order.

3. Deviations from the following Terms and Conditions of Purchase require the explicit written consent of the buyer. They shall only apply to those transactions for which they have been agreed. They do not apply to contracts concluded in the past, even if these have not yet been fully completed. They also apply to future transactions if they are of a consistent nature.

4. In the event of a substantive contradiction between purchase orders / blanket orders (including the associated technical specifications) and/or the General Terms and Conditions of Purchase of INTRAVIS GmbH and the agreed Quality Assurance Agreement (QAA), the following order of precedence shall apply: 1. Purchase order / blanket order (including the associated technical specifications) 2. The QAA 3. General Terms and Conditions of Purchase of INTRAVIS GmbH.

II. Offer and conclusion of the contract

1. The buyer's purchase orders are valid only if they are placed in text form. Should a verbal order be necessary in individual cases, this shall only become effective upon confirmation in text form.

2. Immediately upon receipt of the purchase order, the seller must issue an order confirmation if it wishes to agree to the contract. The buyer shall be entitled to cancel the purchase order without being charged any costs if the seller has not confirmed the order in text form within 2 weeks of receipt, unless the delivery or service has been provided in the meantime.

3. If the seller cannot or does not wish to fulfil the order in accordance with the buyer's purchase order, it must ensure that the order confirmation clearly indicates such deviations. Correspondence relating to the order shall only be conducted with the relevant purchase order number.

4. The Quality Assurance Agreement on the INTRAVIS GmbH homepage forms an integral part of the contract. The seller is bound by the specifications contained therein.

III. Delivery and dispatch

1. Agreed delivery dates and delivery periods are binding even if they are not expressly referred to as "binding dates". Delivery periods and delivery dates

shall only be deemed to have been met once the goods have been delivered to the place of fulfilment on time. The seller shall notify the buyer immediately of any changes to dates. The seller is obliged to observe and monitor the agreed quantities and dates. If it realises that the quantity ordered cannot be delivered on the agreed date, the buyer's contact person specified in the purchase order must be informed immediately.

3. Agreed delivery periods shall be extended appropriately if the seller is prevented from fulfilling its obligations due to force majeure. If the delivery is delayed in this case by more than four weeks, the buyer is entitled to withdraw from the contract in whole or in part.

4. In the event of default of the seller, the buyer shall be entitled, without setting a grace period and without prejudice to further claims for damages, to demand a contractual penalty of 0.5% of the order value for each week commenced, up to a maximum of 5% of the order value. Further claims and rights are reserved. In particular, the buyer is entitled to receive compensation from the seller for any damages exceeding the contractual penalty if it provides appropriate evidence of the damages. The seller has the opportunity to prove that the buyer suffered less damage.

5. The seller's right to self-supply is excluded.

6. The seller shall comply with the shipping instructions of the buyer and the forwarding agent or carrier. All shipping documents, receipts and invoices shall include the buyer's order number and item numbers.

7. The seller shall bear the costs of transport including packaging, insurance and all other ancillary costs for the proper performance of the contract (costs of loading, unloading, packaging and return of the empties including any customs fees incurred), unless expressly agreed otherwise.

8. The risk of accidental loss and accidental deterioration of the goods shall pass to the buyer upon handover at the place of fulfilment. If an acceptance of the contractual product has been agreed between the buyer and the seller, this shall be decisive for the transfer of risk.

9. The buyer is entitled to refuse the acceptance of goods that are not delivered on the delivery date specified in the purchase order and to return them at the expense and risk of the seller or to store them appropriately with third parties.

10. Delivery quantities deviating from the order quantity without agreement are not permitted; in the case of over-deliveries that have not been agreed upon, the buyer reserves the right to refuse acceptance of the excess quantity delivered.

IV. Quality and acceptance

1. The seller warrants that the goods comply with the submitted technical specifications, drawings and, if applicable, requirements specifications, relevant standards and safety standards and the state of the art.

2. Upon delivery of the contractual products, INTRAVIS GmbH shall check only whether they correspond to the quantity ordered and the type ordered, whether there is any externally visible transport damage or externally visible defects on the packaging. INTRAVIS GmbH reserves the right to carry out further inspections in individual cases. The seller must align its quality management system and quality assurance measures with this reduced incoming goods inspection at INTRAVIS GmbH. INTRAVIS GmbH shall notify the seller

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in writing of any obvious defects in the contractual products supplied in the form of a notice of defects within 3 working days as soon as they are discovered in the normal course of business. Hidden defects will be reported within 3 working days of becoming known. In this respect, the seller waives the objection of the late notification of defects. As far as an acceptance has been agreed, there is no obligation to inspect.

3. If acceptance of the contractual product is agreed between the seller and INTRAVIS GmbH, this shall be decisive for the transfer of risk. In the case of an agreed acceptance, the statutory provisions of the law on contracts for work and services shall also apply accordingly, unless otherwise stated in the following provisions.

Insofar as the contractual products require acceptance in accordance with Section 640 of the German Civil Code (BGB) or acceptance is provided for in our purchase order or has been agreed between the contracting parties, the acceptance requires an explicit declaration by INTRAVIS GmbH in text form. Prior use of the contractual product or full payment shall not be considered as acceptance within the meaning of Section 640 BGB. In this respect, the seller waives the objection of the late notification of defects pursuant to Section 377 of the German Commercial Code (HGB).

If an agreed payment is made before acceptance of the contractual product, it is subject to proper delivery and correct pricing and calculation, regardless of whether it is a partial or complete payment.

If the inspection of the contractual product requires the commissioning of an entire plant at our customer's premises and therefore requires a longer inspection period, acceptance will only take place after the successful completion of the inspection of the entire plant.

The right of the seller to set us a reasonable period of time for acceptance after completion of the work remains unaffected by the above provisions in accordance with Section 640 para. 2 BGB.

V. Prices and payment terms

1. Invoices must be issued immediately after shipment of the goods, stating the purchase order number and item numbers. VAT must be shown separately. For deliveries within Germany, the invoice must contain the information required in Section 14 (4) German VAT Act (UStG).

2. Payment shall be subject to proper delivery and correct pricing and calculation. The determination of claims for defects entitles the buyer to withhold payment until the defect has been rectified.

3. Unless expressly agreed otherwise, payments shall be made within 14 days with a deduction of 2% discount or within 30 days net from receipt of the invoice. days with a 2% discount or within 30 days net from the invoice date.

VI. Offsetting and assignment

1. The seller is only entitled to offset undisputed or legally established claims.

2. The assignment of claims against the buyer is only effective with the buyer's written consent.

VII. Claims for defects

1. The determination of claims for defects against the seller shall be governed by the statutory provisions, unless otherwise stated below. The seller shall indemnify the buyer upon first request from all claims by third parties arising from defects, infringement of third-party property rights or product damage to its delivery due to its share of causation. The seller guarantees that appropriate product liability insurance exists.

2. The limitation period for claims for defects shall be at least 36 months from delivery to the place of fulfilment or from successful acceptance if this has been agreed. If the statutory limitation period is longer, this shall apply.

3. In the event of a defective delivery, the seller shall, at the buyer's discretion, provide a replacement free of charge, grant a price reduction in accordance with the statutory provisions on reduction of the purchase price or remedy the defect free of charge. In urgent cases, the buyer is entitled – after consultation with the seller – to remedy the defects itself or have them remedied by a third party or to procure a replacement in another way at the seller's expense. The same applies if the seller defaults on remedying the defect.

4. The seller shall be liable for replacement deliveries and repair work to the same extent as for the original delivery item, i.e. including without limitation for transport, travel and labour costs. The limitation period for replacement deliveries shall begin at the earliest on the day of arrival of the replacement delivery.

5. The seller is obliged to reimburse reasonable costs for a product liability recall. The buyer will notify the seller of its opinion in advance as soon as possible.

VIII. Information and data

The buyer reserves the exclusive ownership and all copyrights for drawings, drafts, samples, manufacturing specifications, company data, tools, equipment, etc., which the buyer has provided to the seller for the purpose of submitting an offer or for the execution of an order. They may not be used for other purposes, reproduced or made available to third parties and must be stored with the care of a prudent businessman. They must be returned to the buyer at any time upon request.

IX. Third-party property rights

The seller guarantees that the rights of third parties do not conflict with the intended use of the purchased goods, in particular that the intellectual property rights of third parties are not infringed. If the buyer is nevertheless held liable for a possible infringement of third-party rights, such as copyrights, patent rights and other intellectual property rights, the seller shall indemnify the buyer against this and any related service. The seller shall bear all reasonable costs incurred by the buyer as a result of this infringement of third party rights, including reasonable costs incurred for legal defence. All further rights as well as claims for damages of the buyer shall remain unaffected. The seller shall inform the buyer as soon as it becomes aware of any threat to third-party rights or the assertion of claims by third parties with regard to the agreed services.

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X. Data protection

The seller declares its revocable consent to the processing of personal data provided in accordance with the statutory provisions.

XI. Severability clause

Should individual provisions of these Terms and Conditions of Purchase be or become invalid, the remaining conditions shall remain effective.

XII. Applicable law and place of jurisdiction

1. The substantive and procedural law of the Federal Republic of Germany applicable to domestic matters shall apply exclusively, excluding the United Nations Convention on Contracts for the International Sale of Goods of 11/04/1980 (CISG).

2. The place of jurisdiction for all disputes is Aachen. However, the buyer is also entitled to sue the seller at the seller's general place of jurisdiction or the place of fulfilment, even if these are abroad.

XIII. Miscellaneous

Any amendment or supplement to this Agreement must be in writing in order to be effective..