



General Terms & Conditions of the company iCon GmbH, I-39040 Varna

Preamble

The present general terms and conditions apply if and as far as not otherwise agreed in writing between the parties. Individually made written agreements take precedence over these terms and conditions. Otherwise, the following regulations apply:

1. General information

The business services of iCon GmbH are based exclusively on our offers, confirmations of orders, and the following conditions. We hereby expressly object to the terms and conditions of the customer. They are not binding for iCon GmbH, even when not contradicted. Even the transmission of the order confirmation without explicit opposition or non-acceptance of the customer's terms and conditions shall not be considered as an acknowledgment of those terms and conditions. Only an explicit and written acceptance of the customer's terms and conditions by iCon GmbH results in the inclusion of these in any legal transaction. In all other cases, the contractual terms of iCon GmbH shall be deemed accepted at the latest upon the conclusion of the contract. Customs and practices that are in conflict with the terms and conditions are not binding for iCon GmbH.

2. Scope of deliveries and services

The order confirmation is relevant for the scope of deliveries and services.

The contractor keeps the proprietary & copyright exploitation rights to plans and other documents, as well as to software; they may only be made accessible to third parties with the prior consent of the contractor. Drawings and other documents which are part of the offers are to be returned on request if the order is not placed and confirmed. As a basic principle, the copyright for software remains with the contractor. Additional agreements are only valid in written form.

The contractor reserves the right to make appropriate changes of deliveries and services, even without prior notice. In all cases, the goods travel at the risk of the recipient, regardless of the agreed price for the delivery.

3. Rates

The prices stated in the order confirmation, plus VAT, shall apply.

4. Terms of payment

The place of fulfillment for all payments is the registered office of iCon GmbH in I-39040 Varna. Unless otherwise agreed in writing, the payment must be made 14 days from the date of invoice, free of postage and fees, on the bank account of iCon GmbH. Bills of exchange are not accepted. From the due date (starting from day 15), without the need for a reminder, statutory interests for late payment, dunning charges and all other collection fees of any kind are owed, and always without prejudice to the (higher) compensation. Failure to comply with the terms of payment or circumstances that reduce the customer's creditworthiness results in the due date of all claims (immediate maturity). Furthermore, it entitles the company iCon GmbH, at its sole discretion, to execute the pending deliveries only against advance payment, to withdraw from the contract, to declare the cancellation of the entire contract or of individual parts of it. In the event of default of payment, the customer is obliged to adequately secure all outstanding claims through assignment or granting of liens on other assets or through guarantees in favor of iCon GmbH. Failure to comply with the above obligations, as well as the fruitless expiration of a payment notice or a settlement/bankruptcy opening against the customer, are reasons to terminate the contract with immediate effect (Express Cancellation Clause).

5. Reservation of ownership

All delivered goods remain in property of iCon GmbH until the payment of all claims, for whatever legal reason, conditional and temporary, as well as balance claims, even if payments are made for specially designated claims (conditional goods). In this context, iCon GmbH may apply, at its sole discretion and for the duration of the retention of title, a specially created reservation of proprietary rights to the delivered goods. Any illicit act or omission by the customer in connection with the granted retention of title will be prosecuted according to the circumstances. The customer may sell the reserved goods only with the express written consent of iCon GmbH, and only as long as he or she is not in default. In the case of the resale of the reserved goods, the resulting credit balances are automatically assigned to iCon GmbH (credit transfer). Until the payment of all claims, the customer is a mere custodian of the goods.

6. Cancellation of the contract, advance obligation, collecting rights

With the admission of the cancellation declaration, the customer is prohibited from any further use of the purchased goods with immediate effect. The cancellation of the contract obliges the customer to return the goods within one week (seven days), together with all relevant licenses and documents, to the headquarters of iCon GmbH. The costs for the return are borne by the customer. Only after the return of the purchased goods will any payments, if owed by iCon GmbH, be settled, and repaid to the customer. The customer owes iCon GmbH the equivalent of all benefits that he or she has derived from the goods or part of the goods. He or she is not entitled to compensation, unless the iCon GmbH has expressly acknowledged the counterclaim, or it has been legally established by the court. If the goods are not returned within the week, the company iCon GmbH may pick up the goods at the place where they are installed or stored at the expense of the customer. For this purpose, already with the conclusion of the contract, the customer grants iCon GmbH access to the goods for the purpose of picking them up and waives any kind of ownership protection towards iCon GmbH.

7. Time limits for deliveries and services

Regarding the deadline for deliveries and services, the order confirmation shall be relevant. Compliance with the deadline requires the timely submission of the required documents or the timely completion of any necessary infrastructures or buildings on the part of the purchaser. If these conditions are not met, or if the delivery deadline is postponed due to reasons for which the contractor is not responsible, then the delivery period shall be reasonably extended, or a new delivery or commissioning date must be set with the agreement of the contractor.

The delivery is deemed to have been carried out with the notification of readiness for shipment. iCon GmbH may store goods which are ready for dispatch but not immediately retrieved at the expense and risk of the customer at its own discretion and - at readiness for shipment - charge these goods as delivered ex-factory or ex-stock.

Events of force majeure at iCon GmbH or its suppliers shall entitle them to postpone the delivery for the duration of the hindrance and to install a reasonable start-up period or to withdraw from the contract because of the unfulfilled part. Events of force majeure are circumstances that make delivery significantly more difficult or impossible.

The non-accurate adherence to the delivery terms does not entitle to claims for damages or to the cancellation of the order. If a down payment has been agreed, the earliest possible delivery date will be the date of the receipt of the down payment.

8. Delivery, transfer of risk

Unless otherwise agreed in writing, delivery will be EX Works (EXW), Incoterms 2000. We provide the goods to the customer, according to Art. 8, at our company headquarters, with simultaneous transfer of risk to the customer. Licenses or documents are handed over to the carrier together with the goods or to the customer after final payment of the purchase price. The customer always bears all transport risks. The customer must take care of all customs formalities and import licenses for the export and import of the goods and for their transport through each country at his own risk and expense. Unless express agreements have been made with the customer regarding the shipment method and the route of dispatch, iCon GmbH may choose these with the exclusion of any liability. This also applies in the case of delivery by us, free destination, with our own or third-party vehicle. Freight-free prices presuppose open, unhindered traffic on the respective traffic routes. Dead freights are charged to the customer. Delivery vehicles must have unhindered and safe access to the unloading point and must be allowed to unload without delay. If the customer violates these road safety obligations, he or she is liable for any resulting damages, including damages to the delivery vehicle of any third party. The iCon GmbH assumes no liability for the timely delivery and for delays caused by road obstacles, weather conditions or other hindrances of any kind. The goods are insured against transport damage, transport losses or breakages only on written request and at the expense of the customer. Return shipments are always charged to the customer.

9. Additional services

If not explicitly listed in the order, locksmith works, installation and cleanup are not included; required services of this kind are to be organized and paid by the customer.

10. Warranty

iCon GmbH commits to correct deficiencies which are contrary to the contract and which impair the usability of the goods, provided that the defect is based on an error in the design, the material, or the execution. This obligation only applies to defects which occur during a period of one year from the date of the transfer of risk (see point 8) of the goods and were not known to the customer at the time the contract was concluded. Deficiencies that the customer could not be unaware of are also considered known. The work required for the warranty replacement is at the expense of the customer. Defects must be reported by written notice 8 (eight) days after discovery or after recognizing the defect, with the mandatory indication of the serial number of the goods, the nature of the defect, and the type of contract violation. The transport costs for the return delivery shall be borne by the customer. The returned part will be checked by evaluating the warranty claim. If it is negative, the repair/replacement costs as well as the transport fees will be charged to the client. The omission or delay of the report, the lack of indication of the serial number of the goods, as well as the missing return shipment are not excusable and lead to the forfeiture of the right to warranty. There is no warranty for damages caused by:

- unsuitable or improper storage, use, processing, or use of incorrect or unsuitable materials, incorrect assembly, or initial operation by the customer or third parties;
- faulty or negligent treatment of the delivery item, particularly, disregard of the operating instructions, the manufacturer's recommendations, the accident prevention regulations, and similar regulations;
- excessive use and use of unsuitable equipment and replacement materials;
- special purpose of use of the goods, which deviates from the usual use and which was not communicated to iCon GmbH in writing before the conclusion of the contract;
- products or parts not supplied by iCon GmbH;
- deficiencies that were known to the customer or of which he could not be unaware of;
- public legal regulations in the country of use that do not comply with the general standards and have not been communicated to iCon GmbH expressly and in writing before the contract was concluded;
- defects that occurred after the twelve-month period from the transfer of risk (see point 8).
- iCon GmbH reserves the right to fulfill the warranty with used, revised, and old material which is approximately the same.

11. Liability conditions

Claims for damages of any kind whatsoever, under which title whatsoever, particularly, compensation for direct or indirect damage, loss of data, lost profits, or consequential damages, are excluded. If the customer or a third party makes changes to the parts covered by the warranty within the warranty period without the written consent of iCon GmbH, all warranty and liability obligations of iCon GmbH shall expire. Any travel expenses and accommodation costs for the technicians carrying out repairs, improvements, installation, and removal of defective parts will not be covered by iCon GmbH. These are charged to the customer and are due immediately.

iCon GmbH assumes no liability for improper use or installation of their systems in whole plants / complete systems.

For derived claims from product liability towards iCon, the customer must provide proof that iCon products are the primary cause of damage.

12. Jurisdiction, place of performance, arbitration clause

The place of fulfillment of all liabilities and services between the parties is the registered office of iCon GmbH in Varna. Any dispute arising between the parties concerning the interpretation, application and/or execution of this contract shall, according to the Arbitration Rules of the Chamber of Commerce, Industry, Crafts and Agriculture of Bolzano, be handed over to the Court of Arbitration. The decision is final and shall be taken by an arbitration panel consisting of three arbitrators under the Arbitration Rules of the said arbitral tribunal. For the appointment of the arbitration panel, the parties expressly refer to Article 26 and following Arbitration Rules. All legal relations arising from the parties and their legal successors from the existing business relationship shall be governed by Italian law. iCon GmbH may, at its discretion, choose ordinary jurisdiction for disputes concerning the interpretation, application and/or execution of this contract, with mandatory jurisdiction in Bolzano.

Varna, 31.12.2013