

## General Sales and Delivery Conditions

### 1. Offer and contract

- 1.1. All orders and orders are, unless expressly agreed otherwise in writing, accepted and executed only on the basis of the following terms of sale and delivery. By placing an order, the client explicitly accepts these terms and conditions in full.
- 1.2. Should individual provisions of these sales and delivery conditions be ineffective, this shall not affect the validity of the remaining provisions.
- 1.3. Our offers are non-binding. Any information contained therein about quantities and prices shall be made without obligation. If a binding price agreement has been concluded by us and if a price change subsequently occurs as a result of tax or other legal measures as well as general price movement, we are entitled to authorize the prices or to reject the order. The client can not assert any claims in the aforementioned cases.
- 1.4. All orders, even small or changes of orders are only binding in the case of our written confirmation. In the case of counter-confirmation by the customer, our order confirmation with these terms and conditions of sale and delivery takes precedence.
- 1.5. Divergent conditions of purchase of the client are not decisive for the contractual relationship, even if we have not expressly contradicted.
- 1.6. If, after conclusion of the contract, changes in the type or execution of the delivery item are necessary for reasons for which we are not responsible, or if such changes are desired by the client, the resulting costs shall be borne by the client.
- 1.7. The documents belonging to the offer, such as illustrations, drawings, weights and measurements, are only approximate, unless they are expressly designated as binding.

### 2. Delivery

- 2.1. For the full scope of delivery, only our written service description is authoritative. Additional agreements and changes require our written confirmation. In case of counter-confirmation by the client, our confirmation with these conditions of sale and delivery takes precedence.
- 2.2. If, due to technical reasons or due to technical progress, a change in the design of the delivery item is required, we reserve the right to make such a change.
- 2.3. The regulations of the Association of German Electricians apply to any electronic equipment of the delivery items
- 2.4. Not included in the scope of the delivery are all earthworks, masonry and chiselling work as well as all deliveries and services not expressly listed in the offer. Gas, water and electrical installations, including connection to the existing network, must be carried out by the customer. Any additional assembly work that is not included in the scope of the offer will be charged in accordance with the respective applicable installation rates upon verification.

### 3. Delivery time

- 3.1. Delivery times stated by us are only approximate and are not binding.
- 3.2. The delivery period begins with the receipt of our order confirmation, but not before the provision of the documents to be procured by the purchaser, permits, releases and receipt of an agreed down payment. The delivery time is met if the shipment is ready for dispatch within the time limit.
- 3.3. Partial deliveries are permitted.
- 3.4. Due to unforeseen events, e.g. operational disruptions, delays in the delivery of raw materials for which we are not responsible, the trades preceding the construction site preparation or the occurrence of other events which hinder the execution of the order the delivery time shall be reasonably extended; this also applies if a delay already exists. The beginning and end of such events are communicated to the client immediately. The client is obliged to accept the delivery item with delay in such cases; he is not entitled to unilaterally withdraw from the contract.
- 3.5. If a pre-supplier is entitled to refuse fulfillment due to its general conditions, we shall be exempt from delivery in the same way to our customer.
- 3.6. Goods ordered on call must be retrieved within 2 months of notification of readiness for shipment.
- 3.7. Default penalty, claims for damages, withdrawal from the contract or other legal consequences can not be asserted against us due to non-compliance with the scheduled delivery time or cancellation of the order for the reasons stated above.
- 3.8. If a delivery is not possible for reasons for which the client is responsible, or only at a different date, the resulting costs shall be borne by the client.
- 3.9. The observance of the delivery period presupposes the fulfillment of the contractual obligations of the buyer.

### 4. Place of delivery

- 4.1. The delivery takes place at the agreed place. In the event of subsequent changes to the place of delivery, the client bears all costs incurred as a result.
- 4.2. Delivery free of construction site or free warehouse means delivery without unloading by us under the precondition of a lorry road.

### 5. Prices and terms of payment

- 5.1. Unless otherwise expressly agreed, prices are ex works Weiskirchen including loading at the works, but without packaging and freight. Packaging and freight insurances will be agreed with the customer. The price is in EURO, net and without VAT. Unless otherwise agreed, payments are to be made without deductions, namely for deliveries within Germany according to the conditions stated in our offers or our order form. For deliveries abroad 50% upon placing of the order, the remainder of the invoiced amount due to irrevocable bank credit, which is opened at a German bank in our favor and is payable against delivery of the loading documents.
- 5.2. If the payment deadlines are exceeded, the interest accruing to us will be charged at least 3% above the respective discount rate of the Deutsche Bundesbank, irrespective of any further damage caused by default, which does not require a reminder.
- 5.3. With liberating effect, payments can only be made directly to us. If several claims are open, we are free to offset payments made by the buyer against the oldest claims plus interest and costs, even if the buyer has expressly paid for a specific claim.
- 5.4. Bills of exchange and checks are accepted only on account of payment but not on fulfillment, the discount charges and the costs of their collection being borne by the client; the onward transmission and prolongation are not considered fulfillment.
- 5.5. If the client discontinues his payments or if bankruptcy proceedings are applied for over his assets or a judicial or extrajudicial settlement procedure is requested, we are entitled to withdraw for the unfulfilled part of the contract.

### 6. Retention of title

- 6.1. Drawings, designs and other documents that we provide to the customer are our intellectual property and may not be made available to third parties or reproduced or used for any purpose other than the agreed purpose without our express consent.
- 6.2. The delivery of goods is subject to retention of title in accordance with § 455 BGB including the following extensions.
- 6.3. The delivery items remain our property until full payment of the purchase price including all additional claims arising in the future. This also applies to the case of the connection in terms of co-ownership (§ 947 BGB).
- 6.4. A purchase of ownership by the client of the reserved goods in accordance with § 950 BGB in the case of processing the reserved goods to a new cause is excluded. Any processing by the client takes place for us. The processed goods, which the customer has to keep separately with the care of a prudent businessman and if necessary to insure against damage at his own expense, serves for our security only in the amount of the value of the delivered reserved goods.
- 6.5. In the case of processing with other goods not belonging to us by the customer, we are entitled to co-ownership of the goods, namely in the ratio of the value of the reserved goods to the other processed goods at the time of processing. Incidentally, the same applies to the new items resulting from the processing as in the case of the reserved goods. It is considered reserved goods within the meaning of this provision.
- 6.6. If the reserved goods are installed as an integral part in the property of a third party, the customer hereby assigns to us the claim for compensation which accrues to him against the third party or against the amount in the amount corresponding to the value of the reserved goods.
- 6.7. Reserved goods within the meaning of these provisions is our invoice value plus a security surcharge of 20%. We determine the rank of an assigned partial amount within the scope of the total claim for the client.

- 6.8. The client is entitled to use the goods according to their purpose. Pledging and transfer by way of security are prohibited to the customer. If the delivery item is sold, the customer hereby assigns to us as security the claims due to him from the resale.
- 6.9. Until the transfer of ownership to the client, the client has to insure the delivery item against fire, water and / or light current damage. If the delivery item is seized or if a third party asserts rights to the item delivered under retention of title, then the client has to inform us immediately, enclosing the seizure records or corresponding documents and, in turn, to do everything in his power to protect our rights, in particular the recovering creditor, to inform creditors of our rights.
- 6.10. In the event of default in payment or endangering our claims, in particular if unfavorable information is disclosed to the customer, we shall be entitled at any time to demand immediate payment or security deposit or to take the delivery item back to us until satisfaction of our claims or if not yet delivered, to defer the service.
- 6.11. The withholding or set-off of payments because of any counterclaims of the client, which are not recognized by us, is not permitted.
7. **Transfer of risk**
- 7.1. The risk is transferred to the customer at the latest with the delivery of the ordered goods. This also applies if the merchandise is delivered by ourselves.
- 7.2. If the client is responsible for the delay in the shipment, the risk passes to him with the notification of readiness for shipment.
8. **Assembly, commissioning, maintenance**
- 8.1. If installation work is to be carried out for the erection and commissioning of our delivery items, the assembly rates specially agreed with us shall apply to this work unless expressly agreed otherwise in writing.
- 8.2. As a prerequisite for the start of assembly, the timely completion of the preceding trades is required. This must be communicated to us in good time by the client in writing. Otherwise, we are entitled to postpone the start of assembly to a date at which, at our discretion, an assembly of the delivery item is possible.
- 8.3. Prerequisite for the start of installation is the completion of existing construction measures: installation of doors and windows, laying of floors, completed heating, plumbing and electrical installation work. The installation site must be dust-free, dry, heated, accessible for installation and lockable. Sanitary facilities, electricity and water must be in place and ready for use. For the duration of the installation, a truck parking space is to be provided in the immediate vicinity of the construction site. If necessary, the client must obtain a special permit.
- 8.4. The installation of electrical and electronic equipment may be subject to certain technical regulations. Suitably, according to the special conditions, the operation and maintenance of the system may only be transferred to persons who have been sufficiently instructed and familiarized with the system.
9. **Liability for defects in the delivery**
- 9.1. Within a period of 6 months after the transfer of risk, we are liable for any defects in the delivery item. However, this only applies if this defect is reported to us in writing immediately, but at the latest within 7 days after completion. Late or not in this form submitted complaints are ineffective.
- 9.2. In the case of justified notice of defects, the client is only entitled to repair or renewal of the defective part. Further claims for damages or the assertion of an indirect damage are excluded. Defective parts or delivery items are to be sent to us on request. However, liability is always void if the parts are damaged by normal wear and tear. The reduction of the fee is expressly reserved to the customer, in case of failure of repair or replacement or, if not construction work is the subject of the warranty, to demand at its option cancellation of the contract.
- 9.3. The warranty expires if extensions or interventions on the purchased object are made by the client or a third party not authorized by us. The same applies if the customer or a third party has caused the damage by improper handling or if the object of purchase is used for an incorrect purpose.
- 9.4. In the case of repair or delivery of spare parts, we shall be liable to the same extent as for the original object of purchase, but only until expiration of the warranty period applicable to the original object of purchase.
- 9.5. For third-party products, our liability is limited to the assignment of the warranty claims that we have against the supplier of the third-party products.
- 9.6. Data carriers are guaranteed to be free from defects in materials or workmanship under normal conditions of use. Liability for unintentional or wrong treatment or misuse, in particular loss of data, is excluded.
- 9.7. Warranty claims due to possible defects in the software are excluded to the extent permitted by law. We assume no liability for the suitability of the software or the documentation for a specific purpose and for the usual market quality of the software. Assurances of any kind about the characteristics of the software are not given by us. In case of unauthorized interference with the software, any warranty obligation expires.
- 9.8. No repairs or manipulations may be made to the object of delivery objected to until our opinion. If the delivery item is no longer reliable, the item must be de-energized or secured accordingly and taken out of service. For damage resulting from infringement, the client is liable.
10. **Termination**
- 10.1. If the buyer terminates the contract prematurely, an amount of 25% of the order value will be due immediately, irrespective of the services actually provided. If the production has already progressed further, we reserve the right to adjust the amount up to the value of the services actually provided.
11. **Changes**
- 11.1. Changes to our terms of sale and delivery are only valid if confirmed in writing by us.
12. **Export rules**
- 12.1. Any export or resale of certain goods purchased by us from the Federal Republic of Germany is subject to the restrictions set by the US Government and requires the permission of the Federal Office of Commerce and the corresponding US authority.
13. **Place of fulfillment**
- 13.1. Place of performance is, for both parties with regard to all current and future claims, Weiskirchen.
14. **Jurisdiction**
- 14.1. Jurisdiction for claims of both parties, including checks and bills of exchange, is Saarbrücken. Jurisdiction for the judicial dunning procedure is also Saarbrücken. However, the buyer may in all cases be sued at his general place of jurisdiction.
- 14.2. In principle, German law is agreed for orders and business abroad.