

## General Terms and Conditions of Delivery and Services

These Terms and Conditions are an integral part of all our offers and contracts regarding deliveries and services, also in respect of current and future business relationships. Any agreement that deviates from them, in particular conflicting terms and conditions of business of our customers, as well as collateral agreements shall require our express written consent to become an integral part of a contract.

### 1. Offer and conclusion of contract

1.1 Our offers and cost estimates are always without commitment.

1.2 Any contract with us shall come into force only if we have accepted in writing an offer received by us or if we have delivered the delivery items or provided the services ordered by a customer. This shall apply by analogy to orders by a customer intending to supplement or alter a contract.

1.3 Any and all documents made available to a customer only contain approximate values as customary, unless expressly agreed otherwise. We reserve the right to alter these documents, the information and the items.

1.4 We reserve ownership of and copyright to any image, drawing, calculation and other document and data carrier provided by us.

### 2. Customer's obligations

2.1 The customer undertakes to support us to the best of its ability in the performance of contracts concluded with it and to forthwith create at its expense the prerequisites to be met by it, such as the timely provision of the necessary information and documents.

2.2 We do not accept the customer's terms and conditions of business even if we do not expressly object to them in a particular case, unless we have expressly consented in writing to the application of the customer's terms and conditions. Our terms and conditions of sale and delivery shall apply exclusively even where, being aware of terms and conditions of the customer that contradict or deviate from these General Terms and Conditions of Delivery and Services, we make delivery to the customer without reservation.

### 3. Prices

All prices we quote shall be "net ex works" subject to any agreement to the contrary, i.e. excluding packaging, loading, insurance (in particular transport insurance), customs and duties, cost of transport and value-added tax. In the event of any unforeseeable extraordinary increase of costs, e.g. due to our suppliers increasing their prices or currency fluctuation, we shall be entitled to pass the price increase on to the customer.

### 4. Remuneration

4.1 Any remuneration to be paid to us shall be net in EURO plus value-added tax at the statutory amount as amended from time to time.

4.2 Any packaging and transport costs and insurance premiums which may be incurred and any applicable customs duties shall be paid separately by the customer.

## 5. Payment

5.1 The customer shall make any payment to us without any deduction at the agreed payment dates after receipt of our invoice.

5.2 We accept bills of exchange only upon prior agreement and subject to their discountability. Bill of exchange and cheque amounts will be credited only once their equivalent value including incidental costs is available to us without reservation. Any discount charges and incidental costs incurred shall be charged to the customer and be reimbursed to us upon request.

5.3 In legal relations between merchants, we shall be entitled to charge our customer interest from the due date on in the amount of 8 percentage points on top of the base rate, plus any commissions and expenses. We reserve the right to claim further damages in the event of default of payment. If payment by instalments is agreed and if the customer fails to pay two consecutive instalments as scheduled in whole or in part, the entire remaining amount shall fall due and payable immediately.

5.4 Should, after conclusion of a contract, any circumstance become known which justifies serious doubt as to the customer's ability to pay or creditworthiness (e.g. default of payment, late discharge of a bill or late encashment of a cheque), we shall be entitled to refuse to provide the service we owe until the customer has effected counter-performance and satisfied our claims, including claims and receivables from other business transactions in a current business relationship, or has provided security.

## 6. Assignment/set-off/retention

6.1 Our customer shall not be entitled to assign any claim against us to a third party without our written consent.

6.2 Any set-off against the customer's counterclaims shall be admissible only where the counterclaim is due and payable and not disputed by us or has been determined without further legal recourse.

6.3 Our customer shall be entitled to claim a right of retention against us based on any counterclaim it may have only where such counterclaim is based on the same contractual relationship.

## 7. Time limits and deadlines

7.1 Any time limit specified by us shall commence on the date of our written declaration of acceptance, however, not before the customer has provided the documents to be provided by it and/or has met other necessary conditions and/or has settled due payments.

7.2 Planned time limits shall be appropriately prolonged if the contract with our customer is altered or supplemented or if our customer fails to discharge as scheduled its obligations to cooperate.

7.3 Any reasonable time limit or deadline shall be binding only if agreed in writing. Industrial action, acts of sovereignty, traffic disruption and other extraordinary events shall release us from our obligation to perform for the duration of the effect of such an event.

7.4 Should, for any reason which is not our fault, our supplier/subcontractor fail to supply us, or

supply us not in sufficient time to enable us to meet our obligation to deliver or provide a service as scheduled, we shall be entitled to rescind the contract concluded with our customer in respect of the services not provided.

#### 8. Foreign business transactions

In any case of delivery to a destination abroad, the International Commercial Terms (Incoterms) published by the International Chamber of Commerce as amended from time to time shall apply in addition to these present Terms and Conditions, provided reference is made in our order acknowledgement to one of the Incoterms (e.g. cif, ex works, fob etc.). Import duties, consular fees and other duties/charges levied due to regulations of the country of destination are as a rule not included in the prices we quote.

#### 9. Receipt and acceptance of deliveries and services

9.1 The customer shall take delivery of goods or receive a service in each case upon receipt of the goods or provision of the service, however, at the latest upon receipt of our invoice.

9.2 Should the customer not take delivery or receive a service, we shall, upon expiry of a reasonable time limit, be entitled to refuse fulfilment of the contract and claim damages instead of performance, at our option either in the form of compensation for the loss incurred or, without proving the amount of loss, 10 per cent of the agreed price. The customer's right to prove that we have incurred a smaller loss shall not be affected thereby.

#### 10. Place of fulfilment/passing of risk

10.1 The place of fulfilment for our deliveries and services shall be our registered office in Bremen, unless expressly resulting otherwise from the respective contract.

10.2 The risk shall pass to the customer upon receipt or acceptance.

10.3 We shall take out insurance for the delivery item, whether against theft, breakage, damage in transit, fire or water damage or any other risk, only at the customer's express request and in that case at its expense.

#### 11. Reservation of title

11.1 We reserve ownership of the items supplied and/or installed by us (the "goods under reservation of title") until complete settlement of any and all receivables due to us under this contract and the business relationship with the customer, irrespective of the legal basis (including any and all current account balance claims), which are created upon conclusion of the contract, have already been created or will be created in the future under the business relationship.

11.2 The customer shall be entitled to sell and process the goods supplied by us and to combine them with other goods and to sell such combined goods within the limits of extended reservation of title, provided this is done in the course of ordinary business. Not permitted shall in particular be any pledging or transfer by way of security of the goods under reservation of title by the customer.

11.3 The customer hereby in advance transfers to us by way of security the claims with ancillary rights, and any claims against its insurer, to which it may be entitled in connection with the resale of the goods under reservation of title. Where the customer sells the goods under reservation of title together with other goods not owned by us, whether without or after processing etc., such claims etc. shall be assigned to us in the amount of the invoice value (including value-added tax) of the

goods under reservation of title.

11.4 At the customer's request, we shall be obligated to retransfer to the customer ownership of the goods under reservation of title and the claims assigned to us to the extent to which their value exceeds by more than 10% the value of all the receivables owed to us. We shall be free to choose the securities to be released.

## 12. Warranty claims

12.1 In any commercial transaction between the parties, the customer's rights arising from product defects shall be subject to the condition that the customer shall have properly discharged of its obligations of inspection and notification of defects in accordance with Section 377 of the German Commercial Code.

12.2 We shall be notified in writing no later than 20 days of receipt of the goods and prior to use of any defect which can be detected upon inspection of the goods.

12.3 Where the item of purchase is defective, we shall be entitled to make supplementary performance at our option either in the form of rectification or delivery of a new free-of-defects item. In the case of rectification, we shall bear the costs only up to the amount of the purchase price. We shall be obligated to rectify a defect only after payment of a portion of the agreed remuneration which shall be reasonable taking account of the defect.

12.4 Should supplementary performance fail, the customer shall be entitled to demand rescission of contract or abatement as provided for by the statutory regulations.

12.5 Any claims under a liability for defects which the customer may have shall become statute-barred 12 months after passing of the risk (cf. Number 8. hereof).

12.6 Warranty shall be ruled out for any defect and/or damage caused by any of the following:  
The customer has improperly mounted/put into operation the item.  
The customer has incorrectly operated the item or has used unsuitable operating supplies.  
The customer has failed to observe the operating or maintenance instructions.  
The customer has improperly used or overly stressed the delivery item.  
The customer has incorrectly installed the delivery item into another item (even where installation into the other item may in principle have been as intended).

When carrying out warranty procedures, we shall as a rule not assume any customs charges, transport costs or other special costs which are related to the place where the items of purchase are used or exported to.

## 12.7 Special provisions regarding the sale of pre-owned vehicles

Pre-owned vehicles are sold as is and excluding all warranties for defects. We shall not be obligated to inspect pre-owned vehicles or any individual part thereof for defects as to quality, unless expressly agreed otherwise by the parties.

## 13. Liability

13.1 We shall be liable in accordance with the statutory regulations where the customer claims damages based on wilful intent or gross negligence, including wilful intent or gross negligence on the part of our representatives or vicarious agents. Unless we are accused of a wilful breach of duty, liability for damages shall be limited to the typical, foreseeable damage.

13.2 We shall be liable in accordance with the statutory regulations where we are guilty of a breach of a material contractual obligation. However, in any case of ordinary negligence, liability for damages shall be limited to the typical, foreseeable damage.

13.3 The liability for culpable injury to life, body or health shall not be affected. The same shall apply to the mandatory liability under the Product Liability Act.

13.4 Where any item is given to us for safe keeping, the item shall be kept with the due care exercised in our own affairs at the customer's risk and expense.

13.5 Liability on our part shall be ruled out save as otherwise regulated hereinabove.

#### 14. Data privacy

We shall be authorised to store data relating to our customer in computer systems and to process and use it for our operational purposes subject to the statutory provisions.

#### 15. Place of jurisdiction and governing law

15.1 The exclusive place of jurisdiction for both parties hereto for any dispute arising from the contractual relationship directly or indirectly, including in respect of deeds, bills of exchange and cheques, shall be Bremen (courts of the City of Bremen) where legal relations between merchants are concerned. However, we shall also be entitled to sue the customer before the court competent for the place where the customer has its registered office.

15.2 These General Terms and Conditions of Delivery and Services shall be governed by the law of the Federal Republic of Germany, excluding application of the provisions of the United Nations Convention on Contracts for the International Sale of Goods.

#### 16. Severability

Should any individual provision of a contract for supply and services of which these General Terms and Conditions of Delivery and Services are an integral part be or become invalid, this shall not affect the validity of the remaining provisions of that contract.