



General Sales & Delivery Terms of Gefinex GmbH

Valid as per October 2017 (updated General Terms & Conditions of Gefinex GmbH are available online at www.gefinex.com)

I. Conclusion of the Contract, Subject Matter of the Contract

1. We shall conclude contracts exclusively on the basis of our following Sales & Delivery Terms. They shall likewise apply to all future business relations with the Ordering Party, even in cases when they have not been expressly agreed to once more. Any deviations from these terms shall only be deemed valid if confirmed by us in writing. Any of the Ordering Party's business terms are hereby rejected.
2. The Ordering Party shall be informed in writing of any amendments to these terms. The amended terms shall be regarded as having been approved if the Ordering Party does not lodge a written objection to them within one month after the date they are announced. The announcement of the changes shall refer to this state of affairs.
3. Where necessary, the Ordering Party shall impart product information to their Customer.

II. Offers, Delivery Specifications, Orders

1. Our offers are subject to changes. Any verbal offers made by us must be confirmed by us in writing. Orders shall only become binding once confirmed in writing.
2. The documents relating to our offers such as illustrations and drawings, in addition to weight and measurement figures, are only approximate unless we expressly specify them as binding. We reserve the property rights and copyrights over cost estimates, drawings and other documents. These documents may not be made accessible to third parties without our written consent.
3. The supply parts comply with the standards and regulations applicable in the Federal Republic of Germany. Any other standards and regulations shall require explicit agreement. The Ordering Party must ensure the necessary inspection and acceptance of the supply parts in accordance with foreign technical standards and regulations. Where such inspections are carried out at our plant they must be carried out by inspection agencies licensed in the Federal Republic of Germany at the Ordering Party's expense.
4. All information relevant to our work must be confirmed by us in writing. This shall apply both to the Ordering Party's requirements and to the information we provide verbally.

III. Prices & Terms of Payment

1. Prices shall apply ex works and value added tax at the applicable statutory rate shall be due additionally. In the case of deliveries abroad, compulsory value added tax may not apply. Changes of material prices and wages arising two months after conclusion of the contract and before delivery shall entitle us to make the respective price changes. Our products bear our standard packaging. Any other type of packaging must be agreed on in writing. The packaging shall be disposed of by the Ordering Party at their own expense following delivery.
2. Where the price is dependent on the weight of the parts it shall be calculated on the basis of the weight of the approved reference samples.
3. We reserve the right to insist on cash and advance payment. Payment by bills of exchange shall be excluded. Payment by check shall only constitute satisfaction of a payment duty where the amount has been irrevocably credited to us with each check. Where the Ordering Party culpably fails to comply with their payment duties, in particular where they fail to cash in checks or stop payment, we shall be entitled to demand payment for the entire residual debt even where we accepted checks.
4. Invoices shall be due for payment immediately by direct debit with a 2 percent discount or without discount 14 days after the invoice date, unless otherwise agreed.
5. Set-off with counterclaims by the Ordering Party or the assertion or rights of retention by the Ordering Party shall only be admissible where the Ordering Party's claims are uncontested or res judicata. Where we have justified cause to doubt the Ordering Party's solvency we may also make delivery dependent on the furnishing of an advance payment or of security by the Ordering Party by which the risks going beyond the retention of title are covered.

IV. Delivery

The delivery deadlines agreed on in writing with the Ordering Party in our order confirmations or elsewhere shall apply subject to the following conditions:

1. Compliance with the deadlines presumes the timely receipt of all documents to be supplied by the Ordering Party as well as compliance with the agreed payment terms and other duties. Where these prerequisites are not met in due time the delivery deadline shall be postponed for the duration of the delay.
2. The delivery time shall be deemed as having been complied with by dispatch and collection within the delivery period unless otherwise agreed. Where delivery is delayed for reasons attributable to the Ordering Party the delivery time shall be deemed as having been complied with through notification of readiness for dispatch within the delivery period.



3. Where we assumed dispatch and in addition the securing of delivery to a construction site or other place at a specific time without additional remuneration, this shall be regarded as a favour with regard to the measures taken by us to comply with the deadline.
4. Although we shall make every effort to comply with the delivery deadline we cannot provide a guarantee due to the known transport and delivery problems. The Ordering Party shall prevent construction work from being delayed due to imponderables of transport and traffic difficulties by keeping respective quantities of reserves.
5. Where the specific time of day for the delivery is exceeded by more than 48 hours, the Ordering Party shall have the right to rescind the contract. However, where the delivery deadline is stipulated only as the day of delivery, without specifying a time of day, the Ordering Party may rescind the contract where the delivery time has been exceeded by more than one week. The prerequisite for the right of rescission is that we be informed immediately that the delivery deadline has been exceeded.
6. Where we are prevented from complying with a delivery duty following the onset of exceptional circumstances which we were unable to avert despite reasonable care, regardless of whether such circumstances occur to us or our representatives or vicarious agents, the delivery deadline shall be extended by the duration of the impairment where the provision of the good or service is not impossible. Such circumstances include e.g. operational failure, strike, lock-outs, official intervention, delays in the supply of essential raw and construction materials, energy supply difficulties. Where provision of the good or service becomes impossible due to the above circumstances we shall be released from our delivery duty. We may only claim impossibility of provision of the good or service if we informed the Ordering Party immediately of this after the fact became known to us.
7. Where the delivery deadline is extended by a degree no longer acceptable to the Ordering Party in the cases specified under Item 6, the Ordering Party shall still be entitled to rescind the contract even where we are not responsible for the delay. The Ordering Party may not claim damage compensation in the cases specified in Items 1-7 to the extent that this is legally admissible. This also includes claims arising from the impairment of construction work.
8. Where dispatch or delivery is delayed at the Ordering Party's request we are entitled to charge storage money to the amount of 0.5 percent of the net invoice amount for each new month, starting one month after notification of readiness for dispatch. The storage money shall be limited to 5 percent of the net invoice amount unless we prove that greater expenses were incurred.
9. Partial deliveries are admissible within the appropriate framework.

V. Dispatch & Passing of Risk

1. Risk shall pass to the Ordering Party upon dispatch or collection. Where dispatch is delayed due to reasons beyond the control of the Ordering Party or their vicarious agents, risk shall pass to the Ordering Party already on the date of readiness for dispatch.

2. Our deliveries are insured to the extent customary in the line of business. We shall only be liable for damage incurred during transport to the extent of the insurance coverage, up to a maximum of EUR 25,000. Additional insurance policies shall only be taken out at the Ordering Party's written request and at their expense on the basis of advance payment.

VI. Retention of Title

1. The delivered goods shall remain our property until complete satisfaction of all claims from the present business relationship. In the case of a current invoice, the property subject to retention of title shall be regarded as security for our balance claim.

2. Resale is permitted to the Ordering Party within the scope of proper business transactions. The Ordering Party hereby assigns to us their claims arising from the resale of the goods subject to the retention of title, in particular the payment claim against their customer. We hereby accept this assignment. The Ordering Party shall be obliged to inform their debtors of the assignment at our request. We are to be informed of the claims and names of the Ordering Party's debtors.

3. The Ordering Party has the right to collect claims from the resale. In the case of delayed payment or where we become aware of circumstances which according to business judgment could reduce the Ordering Party's creditworthiness, we shall be entitled to revoke the right to direct debiting.

4. Treatment and processing of the goods subject to retention of title shall be carried out for us as the manufacturer as defined by § 950 of the German Civil Code (BGB). Where the goods subject to the retention of title are processed or mixed with items not belonging to us, we shall acquire a share in the ownership of the new item on the basis of the ratio of the net invoice value of the goods, subject to retention of title to the net invoice value of the other goods used at the time of the processing or mixing.

5. Furnishing goods that are our property as security or pledging them is not permitted. In the case of access by third parties to the goods subject to retention of title, in particular in the case of seizure, the Ordering Party shall inform them of our title to the goods and notify us immediately, sending a copy of the seizure record.

6. In the case of delayed payment by the Ordering Party or another failure by them to comply with the contractual duties, after stipulation of an appropriate period of grace, we shall have the right to prohibit further processing, to take back the delivered goods and to enter the Ordering Party's premises for this purpose. Taking back the goods does not constitute a rescission of the contract. In addition, where the Ordering Party fails to meet with their payment obligations we shall have the right to use the goods subject to the retention of title and other securities at any time and without any court proceedings, taking the interests of the Ordering Party into account as far as possible. The goods may only be used if we have informed the Ordering Party at least 14 days in advance.

7. Where the value of the furnished securities exceeds our claims by more than 20 percent, we shall be obliged to either retransfer or release securities at the Ordering Party's request.

VII. Guarantee

1. The statutory guarantee period shall apply. The latter shall commence upon passing of the risk.
2. Where our consignment is defective and this is attributable to our pre-suppliers or to the transport companies, we shall assign our claims in this regard against our suppliers and transport companies to the Ordering Party on account of performance.
3. The Ordering Party must report any defects to us immediately in writing but by the latest within five working days after receipt of the goods. Defects that are not detected within this period despite careful inspection must be reported to us in writing immediately after detection. The Ordering Party must enable us to inspect the defects or have them inspected by third parties within an adequate period of time. Where our consignment was processed, the Ordering Party must prove that the defects being claimed by them were not caused due to processing.
4. In the case of justified complaints we have the right to rectification or provision of a replacement within an adequate period of time of at least 14 days after our own inspection. Where rectification or the replacement fail, the Ordering Party may reduce the price or demand rescission of the contract. The same shall apply where we let a deadline stipulated for us pass ineffectually.
5. Only the features of the goods as expressly agreed on with the Ordering Party shall apply. Where reference is made to a German or European standard or to a general construction supervision inspection certificate or general construction supervision license in our product specifications, advertising or other documents intended for the Ordering Party the features agreed on therein shall apply. Any specifications going beyond this in our prospectuses and other documents shall only include a reference to basic feasibility but in no way to a guarantee for use and processing in the individual case. The use and processing of delivery items for purposes other than those agreed on with us or than intended in application examples, in particular use and processing contrary to our use and processing instructions, shall be carried out by the Ordering Party at their own risk.
6. Reasonable deviations from the agreed features shall be permissible. Deviations which do not significantly impair functionality for the purpose of use shall be regarded as reasonable deviations.
7. Recourse claims against us by the Ordering Party pursuant to § 478 of the German Civil Code (BGB) are limited to the statutory extent of the guarantee claims by third parties asserted against the Ordering Party and presume that the Ordering Party has complied with their duty to report defects pursuant to § 377 of the German Commercial Code (HGB).
8. We shall only be liable in the case of wilfulness or gross negligent breach of cardinal contractual duties by our representatives or vicarious agents in the case of further-reaching



claims by the Ordering Party, in particular to compensation for damage not incurred to the delivery item itself. The compensation of exclusively financial loss such as loss of production, decrease of production or lost profit is excluded.

9. The exclusion of liability shall not apply to cases in which we are liable according to the Product Liability Act for personal injury or material damage to privately used items caused by defects of the delivery item. Neither shall it apply in the case of missing features which we expressly guaranteed where the purpose of the guarantee was to insure the Ordering Party against damage not incurred to the delivery item itself.

10. The Ordering Party shall only assert rights against us on the basis of defects that are detectible only after resale of the delivery item to third parties, where the Ordering Party has ensured that our agreed rights are not impaired through the agreement with third parties.

11. In the case of unprofessional processing and treatment of the delivery item, the Ordering Party must furnish proof that the unprofessional processing was not a cause for the defects and damage being claimed.

VIII. Liability

Damage compensation claims arising from infeasibility of the service, delay, positive infringement of claims, *culpa in contrahendo* and illegal acts are excluded and restricted to the extent set out in Item VII to the extent permissible.

IX. Orders of Material

1. Where materials are delivered by the Ordering Party they must be delivered in good time and in an impeccable condition at their expense and risk, with an adequate bulk surcharge of at least 5 percent.

2. In the case of non-compliance with these conditions, the delivery period shall be extended accordingly. The Ordering Party shall bear the additional charges incurred by the interruption of production caused by them.

3. Where defects are apparent on the delivery items, the Ordering Party must prove that these defects were not caused by the accessory materials.

X. Place of Performance & Jurisdiction

1. The place of performance for all duties arising from this contract is Pritzwalk, Germany.

2. The place of jurisdiction for all disputes arising from the contract is Pritzwalk, Germany, where the Ordering Party is a registered tradesmen, a legal entity in public law or an estate in



public law. However, we have the option of appealing to the relevant court at the Ordering Party's domicile.

3. German law shall apply. The application of the United Nations Sales Convention on the International Purchase of Goods of April 11, 1980 shall be excluded.

XI. Data Protection

We have the right to store, transmit, change and delete the Ordering Party's personal data. The Ordering Party is hereby informed of this pursuant to § 26 of the German Federal Data Protection Act (BDSG).

XII. Cancellations

An order may only be cancelled with our consent. Where a partial delivery was made cancellation may only refer to the part of the delivery not performed by us. In the case of cancellation, the Ordering Party shall be obliged to compensate us for the costs incurred by the cancellation. A minimum lump sum of €100 may be claimed by us as administrative expenses for handling the cancellation.

XIII. Miscellaneous

Where these business terms contradict the individual terms of an order, the individual terms of the order shall take precedence over the general business terms. Where individual terms are invalid, the contractual parties shall be obliged to replace the invalid terms with valid terms which come as close as possible to the invalid term from the economic aspect.