

## Terms of business of company GGG

### § 1 General terms

Concerning the business relations, the following is valid in sequence:

- a) the individual content of the written materialized contract, at only unilateral written laying-down the individual content of our order confirmation.
- b) these Terms of Business
- c) the decisive legal regulations

2. The customer, except he shouldn't be a trader, declares with the first placing of his order in advance that he accepts the fact, that these Terms of Business are valid for all following offers, orders and contracts, without being agreed again.

3. All additional agreements or agreements that differ from these Terms of Business require a written confirmation for their effectiveness. This is especially valid in case of the customer accepted additional requirements or conditions in the written order, which we do not contradict expressly. In addition to that, it is valid, if the customer wants to use his conditions of purchase as a basis for the contract. So far as these conditions do not conflict with our terms of business, it won't become content of the contract, even though we remain silent or execute this order unreserved

4. Commercial travellers or sales representatives are not entitled to agree upon additional agreements or special conditions of contract.

### § 2 Offer

1. Our offers are constantly subject to alteration. A sales contract is only materialized with our written order confirmation.
2. Concerning cost estimates, drawings and further offer information, we reserve ourselves the rights of ownership and copy rights.

The customer is not allowed to open the given information to a third person. On our request, they are to be given back to us as the contract partner.

### § 3 Ordered quantity

1. Technical changes, as soon as the quantity ordered is not influenced, stay reserved to our company.
2. Details concerning the engine or readings of consumption of our machines should be regarded as approximate giving. The customer himself has to create the requirements, which the media that are recommended for using the item (for example electricity, gas, water, extractor hoods, breaches etc.) are sufficiently at disposal. In addition to that, he has to obtain official permissions, particularly he needs a permission of a chimney sweep in case of connection of extractor hoods and installations at flues.

## § 4 Prices

1. All price details that are written in offers or order confirmations are calculated on the basis of wages and prices for material and freight that have been valid at the day of handing out. Should these costs change until the execution of order, we are entitled to change the agreed price appropriately. If the customer is non-trader, this price change would be considered 4 months after business deal at the earliest. This proviso of price changing might also be applied, if the delivery date is postponed later, as the customer wished; in the case of a non-trader on in case, that the time is more than 4 months.
2. The prices are calculated ex works (EXW) without packing, as far as nothing else is agreed, plus VAT-rate that is valid at the day of order placement. A for instance necessary connection to the supply grid (electricity, water, steam, sewage, hot water, gas etc.) is to be arranged from the purchaser at his expense and is only to be carried out by licensed local electro specialists or plumbers.
3. Should we be engaged for the assembly or the putting up and supervision of the connection of the delivered items in addition to that, we put at disposal customer service assembler to the respectively valid rates, should this be requested. Incidentally, the regulations of §11 are valid for this.
4. Should we be accessorially instructed with the supply of the ordered items, we charge a freight cost allowance of 4% of the net value of goods.

## § 5 Delivery

1. Partial shipments are admissible.
2. The period of delivery begins with the dispatch of order confirmation, however not before the adduction of manuals, authorisations, releases, that have to be provided by the purchaser, as well as before the receipt of a stipulated down payment. The period of delivery is maintained, when the consignment is ready for dispatch within the scheduled period and when this information has been given to the customer, respectively the delivery item has been given to the shipment department by the stock.  
Assembly performances, even if they have been taken over by our company, are not to be carried out within the term of delivery, except for the fact that we confirmed this expressly. The abidance of delivery time implies the compliance of contractual obligations of the purchaser.
3. Deferrals of delivery and accomplishment by virtue of "force majeure" and by virtue of incidences that exacerbate the delivery considerably or preclude it (to these also belong retrospectively occurred embarrassments of procurement of material, business disruptions, strikes, lock-outs, lack of means of conveyance, official directives etc.), we do not have to be emphatic on. Such delays extend for example bindingly stipulated terms of delivery for an appropriate time.
4. Of the transgression of agreed delivery times, that we have to represent, the customer ist entitled to insist on the following claims:

- a) A rescission of the contract is only possible in case of our arrears and an appropriate additional respite within an explicit menace of the decline of the accomplishment after termination of the additional respite.
  - b) In case of our arrears, a arrear-compensation amounting to altogether 0,5% for every finished week of arrears, at the utmost 5% of invoice value without VAT and insurance of goods in transit for the affected delivery and achievement can be demanded. Furthermore claims for compensation are excluded, aside from the situation that we would, in case of intent or culpable negligence, even of our attorney and assistants, be liable obligatorily.
5. The transfer of perils is executed with the loading of goods at the latest. Should the handover cease because of reasons of the customer, the transfer of perils is effected with the readiness of dispatch. In these cases, the goods that are ready for dispatch are stocked in our warehouse at risk and for account of the purchaser. The maturity of the invoice will not be affected by these matters.
  6. The receiver of goods has to advise us forthwith of any sort of damage in transit. An insurance of goods in transit will only be effected at explicit wish of our customer. In the event of a transport damage that is covered by an insurance of goods in transit, we have the suffrage either to receive the amount insured and to deliver an alternative or to claim the payment of the purchase price of the customer towards abandonment of the amount insured.

## § 6 Warranty

1. The customer is bound to scrutinize the delivered accomplishment immediately after receipt.
2. We safeguard for possible faults that our commodities have been afflicted with at the point of time of transfer of perils in the length of six months for all mechanical pieces, as well as all electric pieces like electric heating appliances, switchgears, motors etc. of our products at the date of transfer of perils, provided that our advice of works in progress and service notes have been abided thoroughly and the customer himself or other party did not deal with repairs, compensation deliveries or sundry contacts of the delivered commodities. These conditions are not valid in the case that it would be about used machines, for which we do not take warranty.
3. The warranty for specialised trade is limited on the gratuitous compensatory of bugged pieces.
4. Our warranty is limited thereon, that we eliminate all scarcities that the customer has to account for with partial compensation delivery or amendment on our expense before long an adequate respite. Replaced parts become our property, whereas we agree upon the mutation with our customer by anticipant.
5. Should the warranty, that has to be accomplished by our company, fail within an reasonable respite made by the customer, he can request an adequate abatement of the allowance or, at his own choice, cancellation of the contract; should the customer be a trader, he can only request an adequate abatement of the allowance.

6. Our warranty is not adverted on natural abrasion, furthermore not on adversities, that emerge due to blemish or neglectful treatment, exorbitant encroachment, inappropriate equipment or due to miscellaneous ascendancies after the transfer of perils, that are not assumed according to the contract.

## § 7 Payments

1. In case of no other written agreements or written confirmations from our side, payment has to be effected with delivery without any kind of deduction.
2. Despite contrary clauses of the customer, we are authorized to charge payments initially on eventually existing, older remainders of a dept. Should costs and interest already have been arisen, we are authorized to credit payments initially on the costs, then on the interests and lastly on the principal claim.
3. A payment is only effected, if we can dispose of the amount absolutely. In case of cheques not till then, when the checked has been cashed unconditionally.
4. We only accept bankable bills of exchange by virtue of an explicit agreement and then on account of performance. Accepted bills of exchange are recorded under reserve of the encashment from the day of maturity on. The costs for discounting and collection are on the expense of the customer.
5. From arrears on we charge defaulted interest amounting to 1,5% per month, however at least the open-account-interests we have to pay.
6. The customer can only accumulate against our allowances with uncontradicted, legally ascertained counterclaims. The right of retention of money of the customer, who is trader, because of affirmed warranty claims, is excluded. Otherwise, the customer can only assert a right of retention in this case amounting to an adequate part of the stipulation of purchase price.
7. At advancement, the remaining amount is able to pay immediately, with no consideration for the agreed date of maturity in the following cases:
  - a) when the purchaser is falling in arrears with two following partial payments totally or partially
  - b) when the purchaser stops his payments, insolvency proceedings or bankruptcy proceedings have been opened or is applied, if he asks at his creditors for a moratorium or if he stripes for insolvency proceedings.
  - c) when the purchaser contravenes considerably and despite remainders against obligations that result from the contract or falls in receipt-arrears
    - In case of receipt-arrears, the customer has the whole purchase price in advance
  - d) when the purchaser dies and his heirs do not take over explicitly and in a written way the obligations of the purchaser
  - e) when it comes to light that the purchaser gave false information that are lain down in the contract
  - f) when the pecuniary circumstances of the purchaser aggravate substantially

## § 8 Reservation of proprietary rights

Until the fulfilment of all claims (even balance claims), that we are entitled to because of every legal justification against our customer now or in the future, we are given the following securities, that we release on demand at our choice, as far as the value of the claim exceeds sustainable 20%.

1. Our products stay our property. Workmanship or reconstruction in the area of our customer are always effected for us as the producer, however without any obligation for us. Should our (with-) property expire because of connection, it is already now agreed, that the (with-) property of our customers at the unified product passes to us proportionally to the value (amount of invoice). The customer keeps our (with-) property free of charge. Products, that property is entitled to us, will be described as reserved goods in the following.
2. Our customer is entitled to process or to sell reserved goods in accordance with the regulations in business, as long as he does not fall in arrears with our company. Mortgages or security trasferences are inadmissible. Claims that procure of the resale or any other legal justification (insurance, tort) concerning the reserved goods are handed over entirely with this as safeguarding. We empower the customer revocably, to collect the handed-over claims for our invoice in his own name. On our demand, the customer will disclose the handover and give us the required information and documents. Until the complete payment of the purchase price, the resaler allows the seller or the representative the entering in his showroom of each single delivery item.
3. At accesses of third persons on the reserved goods, the customer will point out our property and will inform us immediately. The customer bears for costs and damages.
4. Should we agree upon the cheque-bill of exchange-method, our claims are only fulfilled, when the bill of exchanged has been cashed and paid completely, including additional costs.
5. Should the purchaser or ordering person fall into arrears with the payment of the purchase price, we are entitled to pick up the delivered item, even though it might be installed and connected to the ground or the building. The purchaser or the ordering person allows us in the respect of property of the purchaser or ordering person himself, to enter the rooms and grounds. We are not liable for damages that might occur from the pickup and disassembly in the building or on the ground.

## § 9 Claims for compensation of seller

Should the contract not be fulfilled by the customer's side, we are entitled to assert 35% of the agreed purchase price without any prove as a claim because of non-fulfilment. Should the item already be delivered, the inclusive price extends for the occurring costs for the delivery and pick-up as well as the costs of the refurbishing. The enforcement of a bigger damage is not excluded by this matter. The customer is entitled to prove, that it resulted a smaller damage for us.

## § 10 General limitation of liability

As far as these clauses are not regulated in another way, we accept liability on compensation because of the injury of contractual or non-contractual duties only in case of intention or gross negligence. We are only liable for intention or gross negligence, if they injure important contractual duties.

## §11 Customer service

1. Concerning repairs and maintenance work, we put our customer service only at disposal at the stipulation of the valid basis of calculation.
2. Fitters of the customer service are not entitled to give guarantees or explanations that bind other purchasers.
3. Mistakes or damages that have been provoked by our fitters of customer service, § 6, part 7 are valid.

## § 12 Final regulations, Court of jurisdiction

1. Should a part of the contract or these General Terms of Business be inoperative, the effectiveness of the contract and the General Terms of Business are not touched incidentally.
2. Later amendments or changes of the contract need to be given in writing, whereas our confirmation is mostly important.
3. For the judgement of the whole legal relations with our customers, the law of the Federal Republic of Germany is valid.
  - a) Court of Jurisdiction for all contractual problems concerning the business relations with our customers (should the customer be trader), is Arnsberg.
  - b) We are entitled to sue the purchaser at his general court of jurisdiction. The same court of jurisdiction is valid, when the purchaser has no general court of jurisdiction in Germany, changed his place of living or his residence after making the contract or if his residence is not known at the date of institution of proceedings.