

General sales conditions of the Duermeier GmbH / Dürmeier GmbH

§ 1 General - Scope

- (1) Exclusively our sales conditions shall apply; we do not recognize contradictory conditions of sale or deviating conditions of the customer unless we have expressed a clear written agreement with their application. Our terms and Conditions of sale also apply if we accept the customer's delivery unconditionally, even know that the customer's terms and conditions contradict or differ from our terms and conditions of sale.
- (2) All agreements between us and the customer for the execution of this agreement shall be reflected in this agreement in writing.
- (3) Our sales conditions shall only apply towards entrepreneurs according to § 310 para. 1 GERMAN CIVIL CODE.

§ 2 Offer - Tender Offer Documentation

- (1) Our offer is free of obligation unless the order confirmation indicates otherwise.
- (2) We reserve ownership and copyright of drawings, pictures, calculations and other documentation. This also applies to written documents marked as "confidential". Prior to their subsequent transfer to a third party, the customer must obtain our written consent.

§ 3 Prices - Terms of payment

- (1) Unless the order confirmation indicates otherwise, our factory prices apply, except for the packaging, which is billed separately.
- (2) We reserve the right to change our prices accordingly if, at the end of the contract, there is a reduction in costs or an increase in costs, in particular on the basis of an agreement on tariff rates or a change in the prices of materials. On those documentary evidence is provided by the request of the customer.
- (3) Statutory VAT is not included in our prices; it is stated separately in the invoice at the statutory rate on the date of invoice.
- (4) The deduction of discounts requires special written agreement.
- (5) Unless otherwise stated in the order confirmation, the net purchase price (without deduction) shall be paid as follows: 1/3 payment after receipt of the order confirmation, 1/3 after informing the customer that the main parts are ready for shipment, the remaining amount within six months after the transfer of risks.
- (6) the Right to compensation belongs to the customer only if his counterclaims risks legally established, undisputed or are acknowledged by us. In addition, it is entitled to exercise the right of retention to the extent that its counter-risk is based on the same contractual relationship.

§ 4 Delivery time

- (1) The Commencement of the delivery period specified by us involves the resolution of all technical issues.
- (2) In addition, compliance with our delivery obligation implies timely and proper fulfillment of the customer's

obligation. We reserve the right to terminate an outstanding contract.

(3) If the customer slows down the acceptance process or, by his / her fault, violates other obligations of assistance, we are entitled to claim damages, including possible additional costs. We reserve the right to make further claims.

(4) If there are prerequisites of the paragraph (3) the risk of accidental disappearance or accidental deterioration of the object of purchase passes to the customer at the time when he was delayed with the acceptance or proved to be the debtor.

(5) We take financial liability in accordance with statutory provisions if the underlying contract of sale is a fixed transaction under § 286 para. 2 No. 4 of the GERMAN CIVIL CODE or § 376 of the Trade code. We shall also be liable in accordance with the provisions of law if, as a result of our delay in delivery, the customer has the right to claim that he has no interest in further execution of the order.

(6) Further, we shall be liable in accordance with the provisions of the law if the delay in delivery is caused by our willful or grossly negligent breach of contract; the culprit is our representative or authorized person. If the delivery delay is caused by our fault associated with intentional or gross negligence breach of contract, our liability for reimbursement of damages is limited to predictable, typically occurring damage.

(7) We shall also be liable in accordance with the provisions of law if our delay in delivery is caused by our breach of a material contractual obligation, in which case liability for damages is limited to foreseeable, normally occurring damages.

(8) Otherwise, we shall be liable in the event of a delay in delivery for each full week of delay as part of a lump-sum compensation for the delay of 0.5% of the delivery cost but not more than 5% of the delivery cost.

(9) The customer reserves the right to additional statutory requirements and rights.

§ 5 The transfer of risk - packaging costs

(1) If the order confirmation does not indicate otherwise shipment "from the factory" will be agreed.

(2) Special agreements apply to the return of the package.

(3) At the request of the customer, we will arrange for the delivery of transport insurance, the associated costs are paid by the customer.

§ 6 Liability for defects

(1) The customer's claims for the elimination of defects shall be deemed to have carried out an appropriate inspection and notified of the defects in accordance with § 377 HGB.

(2) If the subject of the purchase is defective, the customer shall have the right, at his/her discretion, to rectify the defects in the form of rectification of defects or delivery of a new item without defects. In the event of a defect correction or delivery in exchange for a defective product, we shall be liable for all costs necessary to correct the defect, in particular transportation costs, travel costs, costs of work and materials, unless they are increased due to the fact that the purchased item is transferred to a place other than the place of work.

(3) In the case of alleged non-compliance continues of defects the customer is entitled at his/her discretion to demand withdrawal or a price reduction.

(4) Subject to the provisions of the law, we shall be liable if customer files a claim for damages based on intent or gross negligence, including the intent or gross negligence of our representatives or authorized persons. If we cannot be blamed for a willful breach of contract, liability for damages shall be limited to foreseeable, normally occurring damages.

- (5) We shall be liable in accordance with the provisions of the law in the event that we have breached a material contractual obligation; also in this case, liability for damages is limited to foreseeable, usually occurring damage.
- (6) If the customer is entitled to compensation in lieu of payment, our liability shall also be limited under the paragraph. (3) the compensation of predictable, typically occurring damage.
- (7) This does not apply to liability for culpable injury to life or health; it also applies to mandatory liability by the Law on the producer's liability for products.
- (8) Unless otherwise defined above, liability is excluded.
- (9) The limitation period for claims for defects shall be 12 months from the date of transfer of risks.
- (10) This does not apply to the Statute of limitations in the case of a retrogressive claim for delivery under §§ 478, 479 of the GERMAN CIVIL CODE, it is five years from the date of delivery of the defective thing.

§ 7 General responsibility

- (1) Further liability for damages, see § 6, is excluded - without regard to the legal nature of the claim. In particular, this applies to claims for damages arising from contract liability, for other breaches of obligations or for tort claims for pecuniary damage under § 823 of the GERMAN CIVIL CODE.
- (2) Restriction as per (1) also applies if the customer, instead of the right to compensation, claims compensation for unnecessary expenses instead of payment.
- (3) If our liability for damages is excluded or limited, this also applies to the personal liability of our employees, contractors, authorized persons, representatives and commissioners for damages.

§ 8 Guarantee of the ownership retention

- (1) We reserve ownership of the purchased item until the date of entry into all debt obligations arising at the time of termination of this agreement, including all debt obligations, including all additional orders, repeat orders, spare parts orders. In case of the customer's behavior contrary to the agreement, in particular, in case of delay of payment, we have the right to return the purchased item. When we return the purchased item there is a cancellation of the contract. After the purchased item is returned, we have the right to use it, the proceeds from its sale are charged to the customer's obligations minus the corresponding costs for sale.
- (2) The customer is obliged to handle the purchased item carefully; in particular, he/she is obliged to sufficiently insure them at his/her own expense against damage by fire, water, theft at the price of a new item. If there is a need for inspection or maintenance customer must promptly hold them at their own expense.
- (3) In the event of seizure of property or other interference by third parties, the customer shall promptly inform us in writing so that we can file a claim under § 771 CPC. If a third party is unable to reimburse us for the legal and non-judicial costs of the claim under § 771 CPC, the customer shall be liable for the damage caused to us.
- (4) the Customer is entitled to resell the purchased item in the ordinary course of the procedure; however, he is already conceding to us all claims in the amount of the final invoice amount (incl. VAT) of our claim arising from the resale to its buyer or a third party, regardless of whether the resale of the purchased item took place

without processing or after it. The customer has the right to collect this claim, including after the assignment. This does not affect our authority to withdraw the claim ourselves. However, we undertake not to charge a claim if the customer fulfils its payment obligations arising from the profits received, does not delay payment and, in particular, does not submit an application for commencement of conciliation proceedings or competitive process, or there is no suspension of payments. If this is not the case, we may require the customer to acquaint us with the assigned claims and their debtors, indicate all the data necessary for collection, hand over the relevant documents and inform the debtors (third parties) about the assignment.

(5) The processing or conversion of the purchased item by the customer is constantly performed for us. If an item of sale is handled with other items that do not belong to us, we acquire joint ownership of the new item in proportion to the value of the purchased item (the total amount on the invoice, incl. VAT) on other processed items at the time of processing. In relation to things acquired in the course of processing, but otherwise operates the same as for the set subject to subject of purchase.

(6) If the purchased item is inseparably mixed with other non-owned items, we acquire joint ownership of the new item in proportion to the value of the purchased item (final invoice amount, incl. VAT) and other mixed items at the time of mixing. If the mixing is carried out in such a way that the customer's item should be considered as the main item, it is considered agreed that the customer transfers the joint ownership there. The customer shall keep for us the sole property or joint ownership obtained in this way.

(7) The customer also assigns to us the requirements to ensure our requirements to him/her, arising through the connection of the object of purchase with the land plot with a third party.

(8) We undertake to release the security due to us on demand of the customer to the extent that the realizable value of our security exceeds the secured requirements by more than 10%; we shall choose the security to be released.

(9) The application for commencement of bankruptcy proceedings gives us the right to withdraw from the contract and demand the immediate return of the subject matter of delivery.

§ 9 Using the SOFTWARE

(1) In the event that the software is included in the scope of delivery, customer is granted a non-exclusive right to use the supplied software and documentation. The software is used to operate the supplied equipment to which it is supplied. The software may not be used on other hardware.

(2) the Customer may only copy, revise, translate or convert the software from object code into source code only valid according to the law extent (§§ 69a and following of the copyright Law). The customer agrees not to delete the manufacturer's data - in particular, the copyright notice - or make changes without our prior Express consent.

(3) All other rights for the SOFTWARE and documentation, including copies remain with us or software suppliers. Without the right to trust.

§ 10 Jurisdiction - place of execution of obligations

(1) If the customer is a merchant, the place of jurisdiction shall be our company's place of business; however, we may bring a claim against the customer in court at his/her place of residence.

(2) The law of the Federal Republic of Germany shall apply except for the UN Convention on contracts for the international sale of goods.

(3) If the order confirmation does not indicate otherwise, the location of our company is the place of execution of the obligations.