

## **General Terms and Conditions of Business of Detia Degesch GmbH**

### **I. General**

1. These General Terms and Conditions of Business apply as a supplement to the contracts concluded with our customers. In preparing these Terms and Conditions, we have sought to achieve a balance between the interests of both parties. We ask you to understand that it is not possible for us to negotiate every contract relationship individually down to the very last detail. Every contract we conclude is governed by certain fundamental principles. Efficient operation, which is also in the interest of our customers, would not be possible without the application of these principles.
2. Our General Terms and Conditions of Business apply solely and exclusively. We cannot accept application of contrary, deviating or supplementary terms and conditions of the customers unless we have expressly agreed to their application. Any deviations, especially requests for retroactive changes to the contract, are not binding on the parties unless in writing. Our General Terms and Conditions of Business apply as well even if and when we have executed a contract in the awareness of contrary, deviating or supplementary terms and conditions of the customer.
3. The INCOTERMS as issued by the International Chamber of Commerce, Paris, apply in addition to our General Terms and Conditions of Business.

### **II. Offer**

1. Any orders which are submitted to us are deemed a binding offer. We are entitled to accept this offer within three weeks either by dispatching the ordered goods or by sending an order confirmation.
2. We reserve the right to store personal data for the processing of orders.
3. If it should be necessary to obtain official or other types of permits in the country of dispatch for the performance of the contract (e.g. export permits within the framework of foreign trade), obtaining any such permits will fall under our responsibility. Obtaining official or other permits in the destination country is the customer's responsibility.

### **III. Scope and Time of Performance**

1. The order confirmation or the offer is decisive for the scope of performance. We strive to comply exactly with the time of the performance stipulated in the order confirmation. We will notify the customer of any delays. If and when the stipulated time is exceeded by more than four weeks, the customer, after setting in writing a subsequent period of two weeks, is entitled to cancel the contract. We must exclude any more extensive claims, provided that we are not culpable of wilful intent or gross negligence. Cancellation by the customer is not possible if we prove that we are not accountable for the delay. This provision also applies if our compliance with the delivery time is hindered by force majeure such as strikes or lock-outs or as a consequence of official orders, charges etc. The contract will be executed as soon as the hindrance has been removed.
2. It is our right to determine the packaging, the shipping method and the shipping route according to our best judgement unless the customer, subject to its obligation to bear the costs, gives us instructions regarding the desired shipping method.
3. If and when execution of the contract is hindered owing to circumstances for which the customer is accountable, we have the right, after issuing a fruitless reminder, to cancel the contract and to request damages in lieu of performance. We also have the right to refuse performance if and when an ordered product is not available. We will notify our customer immediately of any such case and reimburse any consideration which has been paid.
4. In the event of default of acceptance, we have the right to request payment for any and all related costs incurred by fruitless preparation work, delivery, storage etc.
5. In cases of collection by the customer, the risk of total loss of or damage to the product being delivered or similar events transfers upon surrender of the product at the place of delivery (i.e. at our facility) and, in the event of delayed acceptance, at the time of the agreed delivery date. If and when third-party services are used for shipment, transfer of risk is regulated in accordance with the INCOTERMS.
6. If and when technical equipment is provided, the installation on the site is the customer's responsibility. If and when assistance by our personnel is requested, the customer must bear any expenses incurred by this assistance. It is the customer's responsibility to obtain any permits required for the installation.

### **IV. Reservation of Performance, Damage Compensation**

1. We reserve the right either to cancel the contract and to request damage compensation in lieu of performance or to deliver the products or to perform the work solely against advance payment or COD payment in the event of suspension of payments or arrears in payments and of the filing of petitions for bankruptcy or composition proceedings and upon becoming aware of debt execution measures against the customer. If and when the customer refuses to submit advance payment, we are entitled to cancel the contract and to request payment of damage compensation in lieu of performance.

2. In the event of a cancellation, we have the right to request lump-sum damage compensation in the amount of 20% of the value of the contract. The above provision is without prejudice to our right or the customer's right to prove that the concrete damage or loss which was suffered was higher or lower than this amount, in which case the actual amount will supersede the lump-sum damages.

### **V. Prices and Payment**

1. We quote net prices, excluding legal VAT, to our commercial customers in Germany. We quote final prices to all other customers in Germany. Commercial customers in other countries do not pay VAT.
2. If and when the delivery or performance of the service is delayed by more than four months owing to reasons for which we are not accountable, we may charge the price which is in effect at the time of performance.
3. Unless otherwise agreed, invoices are due and payable without any deductions immediately upon receipt. In the event of default of payment, we charge default interest at the usual bank rate (statutory rate as a minimum). We reserve the right to deliver products per COD.

### **VI. Liability for Defects of Performance**

1. The delivered products must be examined for defects and completeness immediately upon receipt. Complaints related to commercial transactions must be submitted to us in writing immediately; otherwise, the goods shall be deemed to have been accepted as free of defects.
2. If and when our performance is defective, we will provide subsequent delivery or subsequent improvement to the customer free of charge. The customer is initially not entitled to any more extensive claims. If, however, a second attempt at subsequent delivery or subsequent improvement fails and the continued existence of the defect has been verified, the customer has the right to reduce the purchase price by a reasonable amount or to rescind the contract. We cannot accept any more extensive claims unless wilful intent or gross negligence on our part can be proved.

### **VII. Warranty Obligations, Deadlines**

1. Our warranty obligations for the remedy of defects on any machine we have supplied is 12 months, beginning with the handover. Legal provisions apply in all other respects. The warranty period for parts subject to wear and tear is reduced to the period of the usual useful life of such parts. The customer must replace parts subject to wear and tear in good time to prevent any machine failures as a consequence. We do not provide any warranties for such failures.
2. The assertion of any and all claims for remedy of defects is subject to compliance with the operating instructions we have provided. Failure to comply with the operating instructions can lead to the lapse of the obligation.

### **VIII. Retention of Title, Assignment of Claims**

1. We retain title of ownership to the delivered products until payment has been made in full (reserved goods).
2. Our customer is entitled to resell the reserved goods in the ordinary course of business. The customer hereby assigns to us, here and now, any and all claims against third parties in the amount of the relevant invoice, including VAT. Irrespective of this assignment, the customer continues to be entitled to collect the claim.
3. If and when services involving the reserved goods are provided to third parties and compensation claims result from said services, these claims are here and now assigned to us in the amount of our claim for the delivered products. Irrespective of this assignment, the customer continues to be entitled to collect the claim.
4. The customer shall notify us immediately of any attachment of the reserved goods.

### **IX. Proper Law, Venue**

1. The contractual relationship is governed by the law of the Federal Republic of Germany.
2. If and when litigation from or related to the contractual relationship becomes necessary, it should be conducted before the Bensheim Local Court or the Darmstadt Regional Court, provided that the agreement about venue is permissible.

### **X. Final Provisions**

Should one of the above provisions be invalid, the corresponding legal provision shall apply instead. However, the remaining provisions of our General Terms and Conditions of Business shall not be affected.