



**General Terms and Conditions of Delivery
for**

Dancop International GmbH

1. Scope

1.1

All delivery transactions, agreements, services and offers in commercial business transactions are based exclusively on the following terms and conditions in their current version, even if do not expressly refer to them in future. They comprise an integral part of all contracts that we conclude with our contractual partners (hereinafter also referred to as "Customers") regarding the supplies of goods and services offered by us.

1.2

These terms and conditions shall also apply in particular in cases where the Customer has communicated its own contractual terms and conditions which deviate from these terms and conditions. They shall not become part of the contract without our express consent or that of the persons acting on our behalf.

1.3

Any and all changes and additions to these terms and conditions require written agreement. This also applies to the waiver of the written form requirement itself.

2. Contract conclusion

2.1

Our offers are subject to confirmation and are non-binding, unless they are expressly noted as binding or contain a specific acceptance period. We can accept orders within 14 days after receipt.

2.2

All legal relationships between us and our Customers shall be governed by contracts concluded in writing subject to these General Terms and Conditions of Delivery. These contracts fully reflect all agreements between us and our Customers. Verbal promises on our part prior to conclusion of a contract are legally non-binding and verbal agreements of the parties to the contract are superseded by the written contract unless expressly stated that they shall continue to apply in a specific case.



2.3

With the exception of managing directors or authorized representatives, our employees are not entitled to make verbal agreements that deviate from any of the foregoing. For purposes of the written form requirement, transmit a signed declaration by telecommunication means is sufficient, in particular by fax or e-mail, provided that a copy of the signed declaration is sent and that the Customer can be clearly identified as the sender on the basis of current standards.

2.4

Our statements concerning the subject matter of the delivery or service (e.g. weights, dimensions, utility values, loading capacity, tolerances and technical data) and our illustrations (e.g. drawings and illustrations) are only approximate unless fitness for the contractually intended purpose requires exact conformity. They are not guaranteed characteristics, but descriptions or markings of the delivery or service. Deviations customary in the trade and deviations which occur due to legal regulations or represent technical improvements, as well as the replacement of components by equivalent parts, are permissible provided that they do not impair fitness for the contractually intended purpose.

2.5

We reserve title or copyright to all our offers and cost estimates as well as to all drawings, illustrations, calculations, brochures, catalogues, models, tools and other documents and aids made available to the Customer. Without our express consent, our Customer may not make them accessible to third parties, disclose them, use them itself or through third parties or reproduce them, either as such or in terms of content. At our request, our Customer shall return these items in their entirety to us and destroy any copies made if they are no longer required by it in the ordinary course of business or if negotiations do not lead to the conclusion of a contract. This does apply to the storage of data provided electronically for ordinary backup purposes.

2.6

If our order confirmation deviates from the order, its contents shall be deemed contractually agreed if our Customer does not object in writing within eight working days of dispatch.

3. Prices / Payment

3.1

Our prices shall apply to the supply of goods and services specified in order confirmations. Additional or special services will be charged separately. Our prices are quoted in EURO ex works plus packaging, statutory value-added tax, customs duties for export deliveries as well as fees and other public charges.

3.2

The list prices valid at the time of delivery shall apply (in each case less an agreed percentage or fixed discount) insofar as the agreed prices are based on our list prices and delivery is not to take place until more than four months after conclusion of the contract. However, the price which we confirm after receipt of the order or which we charge with the execution of the delivery is binding.



3.3

Circumstances occurring four months after the conclusion of the contract that have a significant influence on our basis of calculation that was unforeseeable at the time and that lie outside our sphere of influence shall entitle us to adjust the agreed price to an amount which solely takes these circumstances into account. This applies in particular to changes in the law, official measures, etc. Prices adjusted in this way shall be based on the same calculation as that originally agreed and shall not be used to increase profits.

3.4

Invoiced amounts are payable within 30 days without deduction, unless otherwise agreed in writing. The date of payment shall be determined by the date on which it is credited to us. Payment by check or bill of exchange is not permitted unless agreed separately in individual cases. If our Customer pays after the due date, outstanding amounts shall be subject to interest at 5% per annum from the due date; we reserve the right to claim higher interest and further damages in the event of default.

3.5

Our Customer may only assert rights of set-off or retention based on claims that are undisputed, have been recognized or finally determined by a court.

3.6

We shall be entitled to execute or render outstanding deliveries or services only against advance payment or provision of security if, after conclusion of a contract, we become aware of circumstances which are likely to significantly reduce the creditworthiness of our Customer and which endanger our outstanding claims by the Customer arising from the respective contractual relationship (including from other individual orders to which the same master agreement applies).

4. Delivery period

4.1

Unless expressly agreed otherwise in writing, deliveries shall be made "Ex Works - Peine" in accordance with the international INCOTERMS as amended from time to time.

4.2

Periods and dates for deliveries and services promised by us are always approximate unless a fixed period or date has been expressly promised or agreed. If shipment has been agreed, delivery periods and delivery dates shall refer to the time of handover to the forwarding agent, carrier or other third party hired for shipment.

4.3

If our Customer still has to take actions or create conditions without which our services cannot be provided, the delivery period shall be extended by the corresponding period. In such cases, fixed delivery dates shall be re-agreed in writing.



4.4

We shall not be liable for the impossibility of our deliveries or for delays in delivery if these were caused by force majeure or other events not foreseeable at the time of conclusion of the contract (e.g. operational disruptions of all kinds, difficulties in procuring materials and energy, transport delays, strikes, lawful lockouts, lack of manpower, energy or raw materials, difficulties in procuring necessary official permits, official measures or the lack of correct or untimely delivery by our suppliers) for which we are not responsible. If such events make the delivery or service substantially more difficult or impossible and the hindrance is not of only temporary duration, we shall be entitled to withdraw from the contract. In the event of hindrances of a temporary nature, the delivery or service deadlines shall be extended or the delivery or service dates postponed by the period of the hindrance plus an appropriate start-up period. If, as a result of the delay, our Customer cannot reasonably be expected to accept the delivery or service, it may withdraw from the contract by immediate written declaration to us.

4.5

We shall be entitled to make partial deliveries if the partial delivery can be used by our Customer within the scope of the contractual purpose, the delivery of the remaining goods on order is ensured and the customer does not incur any considerable additional expenses or costs as a result (unless we declare our willingness to bear these costs).

4.6

If we are in default with a delivery or service or if a delivery or service - for whatever reason - becomes impossible, we shall be liable as provided under Section 8 of these General Terms and Conditions of Delivery.

5. Place of performance, Dispatch, Packaging, Passage of risk, Acceptance

5.1

Unless otherwise specified, the place of performance for all obligations arising from the contractual relationship with the Customer is Peine. If we are also required to perform installation, the place of performance shall be the place where the installation is to be performed.

5.2

Dispatch and packaging shall take place at within the reasonable exercise of our discretion. As a rule, it is to be presumed that the goods were free of defects upon handover to the delivery firm.

5.3

Risk shall pass to our Customer no later than when the delivery item is handed over (whereby the start of the loading process shall be decisive) to a forwarding agent, carrier or other third party appointed to perform shipment. This shall also apply if partial deliveries are made or if we have provided other services (e.g. dispatch or installation). If dispatch or delivery is delayed as a result of circumstances for which the Customer is responsible, risk shall pass to the Customer from the day on which the delivery item is ready for dispatch and we have notified our Customer accordingly.



5.4

Storage costs after passage of risk shall be borne by our Customer. In the case of storage by ourselves, storage costs shall amount to 0.25% of the invoice amount of the delivery items to be stored per full calendar week. The parties reserve the right to assert additional or lower storage costs by submitting supporting documents.

5.5

A shipment will only be insured by us against theft, breakage, transport, fire and water damage and other insurable risks at the express request of our Customer and at its expense.

5.6

Insofar as acceptance is performed, a delivery shall be deemed to have been accepted if - the delivery - and insofar as we also owe the installation, the installation has been completed, - we have informed the customer of this with reference to the assumption of acceptance in accordance with this Section 5.6 and have requested acceptance, [12] working days have elapsed since delivery or installation, or the Customer has started using the purchased item (e.g. has commissioned the delivered system) and in this case [6] working days have elapsed since delivery or installation, and our Customer has refused acceptance within this period for a reason other than a defect notified to us which makes the use of the purchased item impossible or significantly impairs usability.

6. Rights of the buyer in case of defects

6.1

The period for asserting our Customer's rights in the event of defects shall be one year from delivery or - insofar as acceptance is required - from acceptance. This period shall not apply to claims for damages by our Customer arising from injury to life, limb or health or from intentional or grossly negligent breaches of duty on our part or on the part of our vicarious agents, which shall in each case become statute-barred in accordance with the statutory provisions. Any separate warranty periods which vary from this will be explicitly marked by us. Any functional warranties mentioned in this context which go beyond the statutory warranty provisions are to be regarded as voluntary performance and do not constitute a claim to warranty by the Customer. The functional warranty claim requires regular, expert servicing and maintenance of the product.

6.2

The commercial duties and regulations provided in the German Commercial Code (HGB) shall apply at the time of acceptance of the goods.

Our deliveries must be carefully inspected immediately after delivery to our Customer or to the third party selected by the Customer. We will only acknowledge transport damage if such damaged condition is confirmed in writing by the employee of the shipment company upon delivery or acceptance is refused.



They shall be deemed approved by our Customer with regard to obvious defects or other defects which would have been apparent following an immediate, careful examination if we do not receive a written notice of defect within seven working days of delivery. With regard to other defects, the delivery items shall be deemed approved by our Customer if we do not receive the notice of defect within seven working days of the time at which the defect was discovered. If the defect was already apparent to our Customer at an earlier point in time during normal use, such earlier point in time shall be decisive for the commencement of the period for notification of defects. At our request, a delivery item subject to objection shall be returned to us carriage paid. In the event of a legitimate notice of defects, we shall reimburse the Customer for the costs of the most favorable form of shipment. This shall not apply if the costs increase because the delivery location is at a place other than the place of intended use.

6.3

In the event of material defects of the delivered goods, we shall be entitled to repair or replace them at our discretion within a reasonable period of time. In the event of failure, i.e. impossibility, impracticability, refusal or unreasonable delay of the repair or replacement, our Customer may withdraw from the contract or reduce the purchase price appropriately.

6.4

If a defect is based on our fault, our Customer may claim damages under the conditions set out in Section 8.

6.5

In the event of defects in components of other manufacturers which we are unable to remedy for licensing or practical reasons, we shall, at our discretion, assert our warranty rights against the manufacturers and suppliers on behalf of our Customer or assign them to the Customer. In the case of such defects, rights based on defects against us shall only accrue under the other conditions and in accordance with these conditions if the judicial enforcement of the aforementioned claims against the manufacturer and supplier was unsuccessful or - for example due to insolvency - has no prospect of success. The statute of limitations applicable to the respective rights against us due to defects of the customer shall be suspended during the duration of the legal dispute.

6.6

Our Customer's rights in respect of defects shall lapse if it modifies the delivery item or has it changed by third parties without our consent and if this makes it impossible or unreasonably difficult to rectify the defect. In any case, our Customer shall bear the additional costs of remedying the defect resulting from any such modification.

6.7

A delivery of used items agreed with our Customer in a specific case shall be made to the exclusion of any warranty rights.



7. Third-party rights

7.1

We declare that we are not aware of any third-party rights to the items delivered by us. The contracting parties mutually undertake to notify each other in writing if claims are asserted against them due to infringement of third-party rights (e.g. copyrights or industrial property rights).

7.2

If a delivery item infringes an industrial property right or copyright of a third party, we shall, at our option and expense, modify or replace the delivery item in such a way that no rights of third parties are infringed, but the delivery item continues to fulfil the contractually agreed functions, or provide our Customer with the right of use by concluding a license agreement. If we fail to do so within a reasonable period of time, our Customer is entitled to withdraw from the contract or to reduce the purchase price accordingly. Any claims for damages are subject to the restrictions set out in Section 8 of these terms and conditions.

7.3

In the event of infringements by products of other manufacturers supplied by us, we shall, at our discretion, assert our claims against the manufacturers and sub-suppliers for the account of our Customer or assign them to our Customer. In such cases, claims against us in accordance with the provisions of this Section 7 shall only accrue if the judicial enforcement of the aforementioned claims against the manufacturers and suppliers was unsuccessful or - for example due to insolvency - is excluded.

8. Liability for damages in case of fault

8.1

Our liability for damages - for whatever legal reason - in particular due to impossibility, delay, defective or incorrect delivery, breach of contract, breach of duties in contract negotiations or tort - insofar as this depends on fault - is limited in accordance with the provisions of this Section 8.

8.2

We shall not be liable in the event of simple negligence on the part of our executive bodies, legal representatives, employees or other vicarious agents, insofar as this is not a breach of material contractual obligations. Material contractual obligations comprise the obligation to deliver and install the delivery item on time, its freedom from defects of title and material defects which impair its functionality or fitness for use more than only insignificantly, as well as obligations to provide advice, protection and care which are intended to enable the customer to use the delivery item in accordance with the contract or which are intended to protect the life and limb of the Customer's personnel or to protect the Customer's property from considerable damage.



8.3

Insofar as we are liable for damages on the merits pursuant to Section 8.2, such liability shall be limited to such damages which we foresaw as possible consequences of a breach of contract when concluding the contract or which we should have foreseen if we had exercised due diligence. Indirect damages and consequential damages resulting from defects in the delivery item shall only be eligible for compensation if such damages may be typically expected when the delivery item is used as intended.

8.4

In the event of liability for simple negligence, our liability for damages to property and other resulting financial losses shall be limited to an amount of EUR 3.0 million per claim (corresponding to the current sum insured under our liability insurance), even if based on a breach of material contractual obligations.

8.5

The above exclusions and limitations of liability shall apply to the same extent in favor of our executive bodies, legal representatives, employees and other vicarious agents.

8.6

Insofar as we provide technical information or act in an advisory capacity and this information or advice is not part of the contractually agreed scope of services owed by us, this shall be done free of charge and to the exclusion of any liability.

8.7

The limitations of this Section 8 do not apply to our liability for intentional conduct, for guaranteed characteristics, for injury to life, limb or health or under the Product Liability Act.

9. Retention of title

9.1

We retain title to the delivery item until receipt of all payments arising from the business relationship with the Customer. Retention of title shall also extend to the recognized balance insofar as we book claims against the Customer in current accounts (current account retention).

9.2

We are entitled to take back the delivery item if the Customer is in breach of contract, in particular in the event of default in payment; the Customer is obliged to surrender the delivery item. If we take back the delivery item - unless the provisions of the German Civil Code for consumer credits apply - this does not constitute a withdrawal from the contract unless we have expressly declared this so writing. Seizure of the delivery item always constitutes a withdrawal from the contract. In the event of attachments or other actions by third parties, the Customer must notify us immediately in writing so that we can file a suit in accordance with section 771 ZPO (Code of Civil Procedure). Our Customer shall be liable for the resulting loss insofar as the third party is not in a position to reimburse us for the judicial and extrajudicial costs of an action pursuant to section 771 ZPO.



9.3

Our Customer is entitled to resell the delivery item in the ordinary course of business; it hereby assigns to us in advance all claims in the amount of the final invoice amount (including value added tax) which accrue to it from the resale to its customers or third parties, irrespective of whether the delivery item has been resold without or by agreement. The customer is authorized to collect this claim even after it has been assigned. We are entitled to collect the claim ourselves; however, we undertake not to collect the claim as long as the Customer duly meets its payment obligations and is not in default of payment. In such cases, we can demand that the Customer inform us of the assigned claims and their debtors, provides all information necessary for collection, hands over the associated documents and informs the debtors (third parties) of the assignment.

9.4

If the delivery item is inseparably combined or mixed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the delivery item to the other combined or mixed items at the time of the combination or mixing. If the combination or mixing takes place in such a way that the Customer's item is to be regarded as the main item, it shall be deemed agreed that the Customer shall transfer proportionate co-ownership to us. We hold the sole ownership or co-ownership for the benefit of the Customer. Our Customer also assigns this claim in order to secure our claims against the Customer accruing as a result of the combination of the delivery item with property of a third party. 9.5 Our Customer shall be entitled to the release of the reserved property if the securities exceed 150 % of the recoverable value.

10. Final provisions

10.1

If our Customer is a merchant, a legal entity under public law or a special fund under public law, or if it has no general place of jurisdiction in the Federal Republic of Germany, the place of jurisdiction for any disputes arising from the business relationship between us and our Customer shall be Peine. This is without prejudice to any mandatory statutory provisions on exclusive places of jurisdiction.

10.2

The legal relationship between our Customer and us is subject exclusively to the law of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

10.3

If one or more provisions of this contract are void or ineffective in whole or in part, this is without prejudice to the validity of the remaining provisions. Any such void and ineffective provisions shall automatically be replaced by applicable and legally-effective provisions that come closest to the economically intended purpose.

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