

Unser Zeichen

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Telefondurchwahl

0 27 72 / 92 36 6 - 24

Datum

04.03.2022

General Terms and Conditions of Business

We refer to our general terms and conditions of sale which are listed below for your information. These terms and conditions apply to all agreements concluded with us now and in future subject to individual contractual rulings which always have priority.

Our terms and conditions apply exclusively: we do not acknowledge conflicting terms and conditions or terms and conditions of the customer which vary from our terms and conditions, unless we have expressly authorised their validity in writing. Our terms and conditions also apply if we carry out the delivery to the customer unconditionally in the knowledge of terms and conditions of the customer which conflict or vary from our terms and conditions.

In so far as the order confirmation does not provide otherwise, delivery is agreed ex works. (transfer of risks)

Claims of the customer based on defects assume that the latter has complied properly with the duties incumbent upon it to examine and to make a complaint in respect of a defect immediately on receipt of goods in accordance with Section 377 HGB [Commercial Code].

In so far as there is a defect in the object of purchase, we are entitled, in accordance with our choice, to subsequent performance in the form of remedying the defect or delivering a new defect-free item. In the instance of remedying a defect we are only liable for the costs up to the amount of the purchase price.

If the subsequent performance fails, the customer is entitled, in accordance with its choice, to rescind the contract or to demand reduction.

We are liable in accordance with the statutory provisions in so far as the customer asserts claims for damages which are based on intention or gross negligence, including intention or gross negligence on the part of our representatives or vicarious agents. In so far as we are not blamed for any intentional breach of contract, the liability for damages is limited to the foreseeable, typically incurred damage.

We are liable in accordance with the statutory provisions in so far as we breach an important contractual obligation negligently; however, in this instance, the liability for damages is limited to the foreseeable, typically incurred damage.

The liability because of negligent injury to life, body or health shall not be affected; this also applies to mandatory liability in accordance with the Product Liability Act. Liability shall be prohibited in so far as not otherwise ruled above.

1. The period of limitation for claims based on defects is 12 months, calculated from transfer of risk.
2. The period of limitation in the instance of recourse on account of delivery in accordance with Sections 478 and 479 BGB [Civil Code] shall not be affected; it amounts to 5 years calculated from delivery of the defective item.
3. Further liability for compensation other than provided in this ruling is prohibited - without consideration of the legal nature of the asserted claim. In particular, this applies to claims for compensation on account of negligence when the contract is concluded, due to other neglect of duty or claims in tort for compensation for material damage in accordance with Section 823 BGB [Civil Code]. This limitation also applies in so far as the customer, instead of the performance, demands compensation for futile expenditure in place of a claim for compensation of the damage.
4. In so far as the liability for compensation is prohibited or limited with respect to us, this also applies with respect to personal liability for compensation of our employees, workers, colleagues, representatives and vicarious agents.

1. We reserve ownership to the object of purchase until receipt of all payments from the delivery contract. In the instance of conduct on the part of the customer which is in breach of contract, in particular, in the instance of default in payment, we are entitled to take back the object of purchase. The taking back of the object of purchase is a rescission of the contract. After taking back the object of purchase we are authorised to utilise the object of purchase; the proceeds of the utilisation must be credited against the customer's liabilities - less the appropriate costs of utilisation.

2. The customer is obliged to treat the object of purchase with care; in particular, it is obliged to insure the object of purchase at its own costs adequately against damage caused by fire, water and theft at replacement value. In so far as service and inspection work are necessary, the customer must carry these out in good time at its own costs.

3. In the instance of attachment of property of judgement debtor by court authorities or other third party interventions, the customer must inform us immediately in writing in order that we can bring an action in accordance with Section 771 ZPO [Code of Civil Procedure]. In so far as the third party is not in the position to reimburse us for the court and out-of-court costs of an action in accordance with Section 771 ZPO [Code of Civil Procedure], the customer is liable for the deficit we have incurred.

4. The customer is entitled to resell the object of purchase in an ordinary business transaction; however, the customer already assigns to us all claims at the full amount which arise for it from the resale against its purchaser or third party and, in fact, irrespective of whether the object of purchase was resold without or after processing. The customer remains

entitled to collect this claim including after assignment. Our authority to collect the claim ourselves shall not be affected. However, we agree not to collect the claim as long as the customer meets its payment obligations from the collected proceeds, does not default in payment and in particular, there is no application for institution of composition proceedings or insolvency proceedings or there is cessation of payment. However, if this is the case, we can demand that the customer informs us with respect to the assigned claims and the debtor of these claims, provides all the necessary details for collection, provides all the relevant documents and informs the debtor (third party) of the assignment.

5. The processing or transformation of the object of purchase by the customer is always carried out for us. If the object of purchase is processed with other items which do not belong to us, we acquire co-ownership to the new object in relation to the value of the object of purchase (invoice final amount including VAT) to the other processed items at the time of the processing.

In other respects, for the object produced as a result of the processing, the same applies as for the object of purchase supplied with reservation.

6. If the object of purchase is combined inseparably with other items which do not belong to us, we acquire co-ownership to the new item in relation to the value of the object of purchase (invoice final amount including VAT) to the other combined items on the date they were combined. If the combination is carried out in such a way that the customer's item must be regarded as the main item, it is regarded as agreed that the customer assigns co-ownership to us on a pro rata basis. The customer safeguards the sole ownership or co-ownership which has arisen in this way for us.

7. The customer also assigns to us the claim to safeguard our claims against it, which arise from the combination of the object of purchase with a property against a third party.

8. We agree to release the securities which are due to us on request by the customer in so far as the value of our securities which can be realised exceed the claims to be secured by more than 10%; we are responsible for the choice of securities to be released.

- In so far as the customer is a businessman, our place of business is the place of jurisdiction; however, we are also entitled to bring an action at the court of the customer's residence.
- The law of the Federal Republic of Germany shall apply; the applicability of the Uniform Law on the International Sale of Goods is prohibited.
- In so far as not provided otherwise in the order confirmation, our established place of business is the place of performance.

Yours sincerely,

Centerline Germany GmbH

Udo Schulz

General Manager