

1. General

- [1] Provided no other agreements have been confirmed in writing, our business relations with the customer are based on the following conditions of sale and delivery. Contrary conditions of the buyer shall only apply if they have explicitly been approved by us in writing.
- [2] The conditions of sale and delivery shall also apply to all future business conducted with the customer even where reference is not made to these conditions in each individual case.

2. Offer and price

- [1] All offers, including information on the delivery time, are subject to change without notice.
- [2] Any possible cash discount for interim or part payments shall only be permissible if all interim payments and the final payment are made at due date within the discount period. Discounts are on the invoiced value of the goods only and exclude shipping
- [3] Unless otherwise agreed, the valid prices are ex works, including packaging and plus statutory value-added tax (VAT).
- [4] We reserve all rights of ownership and copyrights on offers, drawings, drafts, etc. Offers and drafts etc. may not be made accessible to third parties, in particular competitors, or used for tendering purposes. They shall be returned immediately if the offer is not accepted.
- [5] The agreed remuneration is also due for all samples, sketches, drafts and other planning services explicitly requested by the customer even if the order is not placed. Ownership is transferred to the customer on payment.
- [6] If not explicitly indicated, the price for illuminated advertising systems supplied as a complete set does not include:
 - Installation on the low voltage side
 - Installation with transformers on the high voltage side
 - Stability certification charges
 - Waste disposal costs.

3. Order – order confirmation – delivery dates

- [1] The order is binding when we have confirmed it. Customer must inform us immediately of any objections or complaints. Further verbal agreements only apply if we have confirmed them in writing.
- [2] The specified delivery time begins on the day the technical and design requirements of the order have been finalised, agreed payment has been made and any permits required from the authorities or third parties have been issued.
- [3] Delivery periods and dates are estimated schedules unless a binding delivery date has been explicitly agreed. If we are unable to meet the agreed time of delivery, customer shall grant a reasonable extension to the delivery period beginning the day written notice of default is received by the customer or, in the case of a fixed-date delivery, on expiry of the delivery period. Business interruptions for which neither we nor our in-suppliers are responsible, in particular due to currency or trade policies and other sovereign measures, strikes, lock-outs, operational breakdowns (e.g. through fire, raw materials or energy shortages), as well as the obstruction of transport routes and force majeure occurring as a result of unpredictable and not-at-fault events, shall extend the delivery period accordingly. Customer is only entitled to withdraw from the contract in such cases if, following expiry of the extended delivery period and written demand for order fulfilment, delivery does not take place within a reasonable time following receipt of the reminder. We are entitled to withdraw from the contract if such occurrences render it impossible for us to fulfil the order.
- [4] We reserve the right to enact any necessary design modifications deemed reasonable for the customer while taking own interests into account.

- [5] If we are obliged to dispose of dismantled parts due to legal or administrative requirements, customer shall bear the additional costs of disposal even if this has not been explicitly agreed. This shall not apply if legal or other requirements provide otherwise

4. Delivery and acceptance

- [1] Customer shall bear the costs and risks of dispatch or transport for delivery. Customer shall bear the costs of any possible transport insurance. Any damages occurring in transit shall be immediately reported to the haulage contractor in a fact report.
- [2] Goods announced to be ready for dispatch or assembly and not collected by the customer within 5 workdays will be stored at customer's expense. Invoicing will be immediately.

5. Payment conditions

- [1] Unless otherwise agreed, invoices are payable according to the payment conditions given on the order confirmation.
- [2] We are entitled to invoice deliveries by instalments as instalment debts. We are entitled to refuse further order fulfilment if instalments are not paid punctually. We are entitled to cancel further fulfilment of the order to the exclusion of customer claims if customer does not pay outstanding debts within the reasonable time specified by us.
- [3] We are entitled to charge interest, as of due date, at the rate of 8 % above the respective base interest rate of the European Central Bank for default in payment. Moreover, the customer shall bear all costs of dunning and collection
- [4] Our travelling sales people, representatives, employees and drivers are only authorised to accept payments on presenting appropriate written authority.
- [5] All amounts outstanding, including obligations arising under current bills of exchange, shall become due immediately and in full on non-fulfilment of the terms of payment or if circumstances become known after conclusion of the contract that give rise to reasonable doubt with regard to customer's ability to pay. In such case, we are entitled to withdraw from the contract and claim for compensation of damages, unless the customer renders an advance against future deliveries or adequate collateral.

6. Retention of ownership

- [1] We retain ownership on the delivery item until settlement of all claims against the customer arising from the business relationship, including claims arising in the future also from contracts concluded simultaneously or at a later date. This also applies if individual or all claims have been included in a current invoice and the account balance has been determined and acknowledged. In the case of breach of contract by the customer, in particular default of payment, we are entitled to redeem the delivery item following demand for payment, and customer is obliged to surrender it. In the case of redemption, or attachment of the item by supplier, withdrawal from the contract requires our written declaration. This shall also apply to retention of a delivery item when we had withheld it for improvements and we assert a right of retention under Sections 273, 320 of the German Civil Code (BGB) on the grounds of failure to pay instalments Customer shall inform us – with prior verbal notice and without delay in writing – of attachment or other intervention by third parties, as well as provide all necessary information. Customer shall bear all costs arising in connection with redemption of the delivery item.
- [2] The customer is entitled to process, combine, mix or blend the delivery item in the course of ordinary business. Customer processes on our behalf. Customer stores, on our behalf and free of charge, first the delivery item and then the new items created by processing before, during and after processing, as long as we retain ownership.

We acquire joint ownership of new items created through processing, combining, mixing or blending the delivery item or the new items created through processing with other items, irrespective of whether the items are owned by the customer or a third party. Joint ownership is proportional the invoice value of the delivery item to the value of the other items at the time of processing, combining, mixing or blending. On said new items, we shall grant the customer any subsisting rights from the delivery item that are held by the customer and cancelled under Section 950 Paragraph 2 BGB. The customer undertakes to grant us ownership on the new items to the value of the invoice if the customer acquires sole or joint ownership on said new items and we forfeit all or part of the goods subject to retention of ownership, or if the ownership acquired on said new items no longer corresponds to the invoice value of the delivery item.

- [3] Customer is entitled to sell the delivery item in the course of ordinary business transactions. Customer hereby assigns to us all claims, including all ancillary rights, against the buyer or third parties that are accrued from the resale of goods, irrespective of whether the goods subject to retention of ownership are resold after processing or not. The customer is also entitled to collect these debts after assignment. This shall not affect our authority to collect the debts; however, we undertake not to collect said debts provided that the customer meets all payments due. We can require the customer to notify us of the assigned receivables and their debtors, provide all information and the associated documents required for collection, as well as inform the debtor of assignment. If the delivery item is sold together with other items not belonging to us, customer's claim against buyer is deemed to have been assigned to us to the amount of the delivery price agreed between the customer and us.
- [4] Customer is not entitled to resell goods if the receivables arising from sales have already been disposed of or customer has undertaken not to assign such receivables. Customer is not entitled to process, combine, mix or blend delivery goods if ownership on the new items created through said processes has already been transferred to third parties.
- [5] On customer's request, we are required to release securities to which we are entitled to the extent their value exceeds the unsettled claims to be protected by more than 20 %.
- [6] Customer is required to adequately insure the goods subject to retention of ownership, particularly against fire and theft. Customer hereby assigns to us all claims against the insurer in the amount of the value of the goods subject to retention of ownership. The value of the goods subject to retention of ownership in this meaning is the value of such goods according to our prices, including VAT, valid on the day damage occurred. Customer shall inform the insurer of the assignment of claims.

7. Notice of defects and liability

- [1] Defects in the goods are to be directly reported to us on delivery. Defects that cannot be discovered immediately, despite careful inspection, shall be reported as soon as they are discovered.
- [2] Customer's claims for damages are excluded provided that we or our vicarious agents were not grossly or intentionally negligent. This shall not apply to claims for damage to life, body or health and for violation of contractual cardinal obligations.
- [3] In the case of simple negligence, claims for violations of contractual cardinal obligations are limited to the replacement of foreseeable damages.
- [4] All claims against us, irrespective of their legal foundation, shall become statute-barred 1 year after the start of the statutory period of limitation, at the latest, provided that the statutory period of limitation is not shorter or the claim is not based on an intentional breach of duty on our part. This shall not apply to claims arising from Section 438 Paragraph 1 Number 2 BGB.
- [5] Claims for damage become statute-barred, notwithstanding lack of knowledge, after a maximum of 5 years.

- [6] Normal colour deviations, particularly in anodised surface finishes, and material tolerances do not constitute defects and do not justify notice of defect.

8. Contractual exclusion of set-off and prohibition of assignment

- [1] Any set-off by customer against our claims shall only be admissible if customer's claim is undisputed or has been finally recognised.
- [2] The assignment of claims against us without our prior consent is excluded.

9. Warranty

- [1] The warranty period is 1 year from the start of the statutory period of limitation. This shall not apply to claims arising from Section 438 Paragraph 1 Number 2 BGB or Section 634a Paragraph 1 Number 2 BGB.
- [2] We have the right to subsequent improvement when notice of defects is justified. Customer shall give immediate notice if subsequent improvement does not result in removal of the defect. In such case we have the right to re-enact subsequent improvement. If the defect is not removed by this further subsequent improvement, customer is entitled to reduce our right to compensation or can elect to withdraw from the contract, unless the subject matter of the warranty is construction work.
- [3] Where the correction of defects/substitute delivery requires a renewed order or new production of goods, their time of delivery or the time required to produce them shall be taken fully into account when calculating the reasonable period of time for the correction of defects/substitute delivery. On request, we shall inform the customer of expected delivery times directly.
- [4] A warranty claim is excluded if the customer has omitted to preserve rights of recourse against third parties (e.g. against the carrier). In addition, customer also forfeits warranty claims by precluding indemnification of third parties.
- [5] Any measures taken by us for the purpose of damage mitigation do not constitute acknowledgement of defect. By no means shall negotiations on a complaint constitute a waiver of defence that the notice of defects was not reasonable, unfounded or otherwise ill-defined.

10. Company text

- [1] We are entitled to use our company name and images of the manufactured and sold products in marketing documents (including leaflets, brochures, website) without charge and the explicit consent of the customer.

11. Place of performance, place of jurisdiction, other matters

- [1] Place of performance for all mutual obligations is 92360 Mühlhausen/Opf., Germany.
- [2] If individual provisions of these conditions of sale and delivery are or become fully or partly ineffective or unfeasible, or are declared to be ineffective by a court or administrative decision, the effectiveness or feasibility of the other provisions of the contract or these conditions shall remain unaffected.
- [3] In all other respects, German law and the Incoterms, as amended from time to time, shall apply. Applicability of the Hague Convention on the Law Applicable to International Sale of Goods is excluded.