

I. General Conditions

1. The General Terms of Sale, Delivery and Payment (General Terms and Conditions of Business; hereinafter named GTC) of SEPA EUROPE GmbH (hereinafter named User) apply to the entire business connection. These GTC only apply to entrepreneurs, legal entities under public law or special funds under public law.
2. The General Terms and Conditions of the Proprietor apply to all future business relations, even if they are not agreed explicitly again. All changes to these delivery conditions, in particular deviating or supplementary Terms and Conditions of the Buyer are hereby rejected. In so far as the Proprietor refers to a letter that contains or refers to the Terms and Conditions of the customer, this does not signify agreement with the validity of such Terms and Conditions.

II. Quotation, closing contract and contractual documents

1. The quotations of the User are always without obligation and revocable at all times, as long as they have not been accepted as legally binding.
2. The written order confirmation of the User is decisive for the scope of delivery insofar as not otherwise agreed. Collateral agreements and amendments require the written confirmation of the User. In the event of immediate delivery, confirmation will be replaced by our invoice or our delivery note.
3. Minor amendments or deviations to services that are customary in trade that do not affect the intended use are permissible.
4. The User will only accept a procurement risk when this has been expressly agreed in writing and agreed as „Acceptance of the procurement risk“ by the parties or words to that effect.
5. Information provided by the User on the object of delivery (e.g. weight, dimensions, values in use, power rating, tolerance and technical data) as well as the representation of same (e.g. drawings and illustrations) are only of limited significance and descriptions or identification of the delivery and not warranted characteristics.
6. Special customer requests deviating from the usual product specifications shall be fixed in writing and require written confirmation by the User.

III. Prices, conditions of payment

1. The prices mentioned in the order confirmation are valid, alternatively the prices that are valid on receipt of the order. Unless otherwise agreed, the prices are in EURO, ex factory plus valid statutory VAT. Unless otherwise agreed, the prices include packaging costs. The Customer is responsible for the costs for freight insurance if this has been effected at the request of same.
2. Unless otherwise agreed, all deliveries shall be paid to the User strictly net as from date of invoice, without bank charges.
3. Bills and cheques apply as provisional performance; Bills will only be accepted by specific agreement, discount and expenses will be paid by the Customer.
4. The Customer may set off only those claims that are undisputed or against which no legal recourse is possible.
5. In the event of delayed payment by the Customer, interest payable on arrears will be calculated at the legally stated rate. The User, however, is entitled at all times to give evidence of and to charge for higher interest losses.
6. Should the financial situation deteriorate to an extent that affects the creditworthiness of the Customer or should the User become aware of such circumstances, the User may make all claims that are not subject to defence immediately payable by the Customer and assert a right of retention vis-à-vis the claims of the Customer as long as they are based on other contracts or demand contemporaneous performance or replenishment of loans.
7. Should charges or fees that affect the movement of merchandise change after conclusion of contract, the User is entitled to adapt prices accordingly if these changes were not foreseeable at the time of conclusion of the contract. The same applies to unforeseeable cost increases pertaining to personnel as well as price increases of primary suppliers, that were not known at the time of conclusion of the contract, but which however become valid prior to delivery to the User.
8. Subsequent technical modifications instigated by the Customer that deviate from the subject matter of the contract result in a review and if necessary adaptation of the agreed prices and dates.

IV. Delivery, delay, impossibility

1. The delivery dates specified by the User are approximate dates; these are approximate and unbinding. Delivery periods commence on the date of despatching the order confirmation. Compliance with the agreed delivery dates is subject to the punctual receipt of all documents that the Customer shall provide, of the required approvals and releases in particular of plans as well as to compliance with the agreed terms of payment and other obligations by the Customer. If this is not the case, the delivery date shall be extended appropriately. This is not applicable insofar as the User is responsible for the delay.
2. Partial deliveries are permissible and their separate invoicing allowed, if and insofar as the partial delivery can be used by the Customer within the framework

of the contractual intended use, the delivery of the remaining ordered goods is guaranteed and the customer has no additional costs.

3. The delivery period shall be deemed complied with, if the subject matter of delivery has left the premises of the User by the end of the stipulated time or has been notified as ready for despatch.
4. All delivery obligations are subject to the correct and punctual delivery to ourselves.
5. In the event of the occurrence of unforeseen hindrances that are beyond the control of the User and which the User was unable to avert despite the reasonable diligence due to the circumstances of the case – whether they occur to the User or a sub-supplier, e.g. delays in the delivery of significant raw materials, strike, lockouts etc. the User is entitled to withdraw from the delivery contract fully or in part or to extend the delivery time for the period of the hindrance. The User will inform the Customer of such circumstances immediately. Should the hindrance last longer than three months, the Customer is entitled to withdraw from the contract in respect of the part of the contract not yet fulfilled after a reasonable period of grace.
6. In the event of delay of delivery, the Customer can withdraw from the contract after elapse of an adequate period of grace; in the event of impossibility of the performance of the User, the Customer is also entitled to this right without period of grace. This also applies, if in the event of an order, part of the delivery is impossible and the Customer has a legitimate interest in the rejection of the partial delivery. Delay of delivery is equivalent to impossibility, when delivery takes longer than two months.
7. Should the User be delayed with delivery or performance or a delivery or performance be impossible regardless of the reason, the liability of the User for damages is limited to the provisions of Paragraph X of these general terms of delivery.

V. Despatch and transfer of risk

1. Place of performance and fulfilment for the contractual obligations of the User are the industrial premises of the User.
2. Good are despatched solely at the request of the Customer. Route and means of despatch, if not otherwise agreed, shall be selected by the User.
3. The risk of deterioration of performance and payment is transferred to the Customer at the time when the goods are handed over by the User to the forwarding agent or carrier or person or establishment chosen to carry out the despatch, at the latest however after leaving the warehouse of the User. If the goods are ready for despatch and despatch or acceptance is delayed for reasons for which the Customer is responsible, risk will be transferred to the Customer already on receipt of the notification that the goods are ready for despatch.
4. Storage costs will be borne by the customer after transfer of risk. These will amount to 0.25 % of the invoice amount of the delivery items to be stored per expired week. Subject to enforcement and evidence of further or lower storage costs.
5. Delivered objects shall be accepted by the Customer, even when they exhibit insignificant defects; the rights of the Customer due to defects remain unaffected.

VI. Call orders

1. In the event of orders with continuous delivery, the User shall be given requests for delivery or type classification in approximately the same monthly quantities. Should the total of the individual requests exceed the contractually agreed quantity, the User is entitled but not obliged to deliver the excess quantity. The price is based on the market price existing at the time of the request for delivery for comparable specifications.
2. Call quantities that have been ordered on a binding basis, shall be accepted at the latest within a month after expiry of the deadline set in the contract (limited duration), without requiring a special request for acceptance. On expiry of this deadline, the User is entitled to despatch the goods and invoice them or to withdraw in full or partially from the contract.

VII. Reservation of title

1. The User reserves the right to ownership (goods subject to retention) of all goods it has delivered up to receipt of all payments arising from the existing business relationship with the customer; the reservation refers to all claims on current account balances.
2. Goods subject to retention shall be treated and processed on behalf of the User as manufacturer without resulting in any obligations for same. Should the Customer combine, mix, unite or process the goods subject to retention or transform them jointly with other goods, the User shall be entitled to a co-ownership of the new object at the ratio of the invoice value of the goods subject to retention to the other combined, mixed, united or processed objects. The Customer shall maintain joint ownership for the User free of charge. In case the combining was done in a way which results in the Customer's goods or those of a third party being considered principal goods, it is deemed to have been agreed that the Customer transfers a pro rated co-owners inter-

est to the User. The co-ownership to be transferred is determined by the relation of the value (invoice value) of the combined goods subject to retention to the value of the main issue.

3. The Customer may only sell the goods subject to retention that are the property of the User in the course of regular business. Other disposals, in particular pledges and the granting of security interests of the goods subject to retention are not permitted. Claims resulting from resale or other legal basis (insurance, tortious act) with regard to the goods subject to retention (including VAT), shall be assigned by the Customer already now by way of security to the User. The User accepts the assignment. The Customer remains revocably entitled to collect the justified assigned receivables in regular business. The User may only revoke this direct debit mandate in the event of realization.
4. Should the value of the securities to which the User is entitled, exceed the total of all receivables by more than 20 %, the User shall release the excessive securities at its option.
5. In the event of conduct of the Purchaser in contravention of the contract – in particular in the case of delayed payment – the Seller is entitled to withdraw from the contract (enforcement event) and demand return of the goods subject to retention.
6. In case third parties attempt to seize the goods subject to retention, the Customer will indicate that they are the property of the User and inform same immediately.

VIII. Liability for material defects, limitation

1. The Customer shall carefully inspect the deliveries of the User for defects, missing quantities etc. based on the purchase contract or contract for work and materials and make detailed complaints in writing at the latest two weeks after handover or delivery. Should a defect at the time of handover only become apparent at a later point (concealed defect), this shall also be notified in writing immediately after detection of same.
2. The User shall guarantee not only slight defects of the goods by reworking or replacement at its own discretion. Replaced parts will become the property of the User.
3. The Customer shall give the User adequate time and opportunity to rework or replace the goods; otherwise the User is no longer responsible for resulting consequences.
4. The User can refuse fulfilment as long as the Customer does not fulfil its obligation to pay the User to the extent that corresponds with the defective part of the performance.
5. In the event of an entitled notice of defect, the right to retention of the Customer is only permissible when an adequate and reasonable relationship between the defect and contractual price exists.
6. If reworking fails or is not acceptable to the User, the Customer has the right to withdraw from the contract or to a reduction of the contractual price. A right to withdraw and reduction exerted by the Customer in this respect is binding for same.
7. At the request of the User, the defective object of delivery shall be returned freight paid and in appropriate packing to same. In the event of entitled notice of defect, the User shall reimburse the costs of the most reasonable despatch mode; this does not apply insofar as the costs increase because the object of delivery is at a place different from that of the place intended for use.
8. No liability will be assumed for natural wear or damage that arises after transfer of risk as a result of incorrect and negligible use or use not in accordance with the specifications of the User or as a result of excessive utilization. Should the Customer or Third Party incorrectly rework, the User is not responsible for the resulting consequences.
9. Unless otherwise stipulated in Paragraph X of these General Terms and Conditions, further claims of the customer irrespective of the legal ground (in particular claims arising from violation of main and subsidiary duties, tort, culpability at conclusion of contract as well as other tortious liability) are excluded; this also applies to damage beyond the purchased goods as well as to claims to compensation for lost profit.
10. Claims of the Customer due to or in connection with defects, as long as the objects of delivery are not concerned, that have caused faults in construction in accordance with their normal method of utilization, become time-barred 12 months after delivery. In the event of claims for damages due to damage to life, body or health, for claims arising from regress of manufacturer according to §§ 478, 479 Civil Code and due to fraudulent or wilful behaviour, the relevant statutory periods apply.

IX. Industrial property rights, copyrights, defects of title

1. Unless otherwise agreed, the User is only obliged to effect delivery in the country of the place of delivery free from any third party industrial property rights and copyrights (hereinafter referred to as property rights). Insofar as third party raises entitled claims against the Customer due to violation of property rights due to deliveries supplied by the User and used in accordance with the contract, the User

is exclusively responsible to the Customer within the periods mentioned in Paragraph VIII, Point 10 as follows:

- a) The User shall at its discretion and expense, either obtain a right to use the respective deliveries, modify them so that they do not infringe the protective right or exchange them. If this would be unreasonable to demand from the User, the Customer may cancel the contract or reduce the remuneration pursuant to the applicable statutory provisions.
- b) The duty of the User to pay damages is defined in Paragraph X.
- c) The above mentioned obligations of the User are only applicable insofar as the Customer informs the User immediately in writing of claims made by third party, insofar as the Customer does not acknowledge an infringement and all defensive actions are reserved to the User. If the Customer stops using the delivery in order to reduce the damage or for other good reason, it shall be obliged to point out to the third party that no acknowledgement of the alleged infringement may be inferred from the fact that the use has been discontinued.

2. Claims of the Customer shall be excluded, insofar as it is responsible for infringement of property rights.
3. Claims of the Customer are further excluded, insofar as the infringement of the property rights was caused by the special specifications of the Customer for a purpose that was unforeseeable by the User or by the use of the delivery in a modified condition or together with products not delivered by the User.
4. Where other defects in title occur, the provisions of Paragraph VIII are applicable accordingly.

X. Compensation and liability

1. Compensation claims are excluded in accordance with the following provisions, irrespective of the type of breach of duty, including impermissible tort insofar as wilful or negligent acts are not involved.
2. In the event of any essential breach of contract, the User shall be liable for every negligence, however, only up to the amount of the foreseeable damage typical to the contract. Major contractual obligations are those which the Customer urgently believes will be fulfilled by the User due to the nature of the legal transaction. Claims to loss of earnings as well as indirect and consequential damages will not be replaced, unless a characteristic of state guaranteed by the User is expressly intended to protect the contractual partner against such damages.
3. The liability limitations and exclusions in Points 1 and 2 do not apply in the case of liability for guaranteed characteristics, in the event of justifiable impossibility as well as in the event of culpable breach of life, body or health. Claims according to the Product Liability Act or according to other portfolios prescribed by law also remain unaffected.
4. Insofar as the liability of the User is excluded or limited, this also applies to its employees, representatives or other vicarious agents and subcontractors.
5. In the event of entitlement to reimbursement of expenses, the points above are applicable accordingly.

XI. Place of jurisdiction and applicable law

1. German law is applicable for these General Terms and Conditions and the entire legal relationships between the User and the Customer. The provisions of the UN purchasing law are not applicable (The Vienna Convention on International Sales 11.04.1980). The German language is the language for both the contract and negotiations.
2. Place of performance and jurisdiction for all claims and legal disputes arising from the contractual relationship including processes for bills and documents are the headquarters of the User.
3. Should individual provisions of these General Terms and Conditions or parts of the contract be ineffective or become ineffective in full or partially, this does not affect the validity of further provisions of these General Terms and Conditions GTC, nor the efficacy of the contract.
4. We store data pertaining to the contractual relationship for the purpose of data processing according to § 28 of the Federal Data Protection Act.

As per 16.05.2018