

## GENERAL TERMS AND CONDITIONS

### § 1 General information

1. The General Terms and Conditions below apply to all sales and delivery transactions with ConCar Industrietechnik GmbH (below: "ConCar").
2. These Terms and Conditions apply only when the customer is a business entity (§ 14 of the German Civil Code), a legal entity under public law or a special fund under public law.
3. These General Terms and Conditions apply exclusively. General terms and conditions of the ordering party/customer apply only to the extent that ConCar has expressly agreed to them in writing. If no written agreement is given, the general terms and conditions of the ordering party/customer are expressly rejected.

### § 2 Offers

1. The offers made by ConCar in price lists, catalogues, circular letters, other printed matter or in the documents pertaining to the offer, the presentation of products on the Internet and in brochures, in particular such as technical images, descriptions, technical specifications and descriptions of services, are non-binding and subject to alteration at all times.
2. We assume no liability for the accuracy of technical specifications and other information provided in the manufacturers' documents and brochures. The right to make technical alterations is reserved.
3. Any alterations must be accepted accordingly, to the extent that this is not unreasonable for the customer. The technical specifications and descriptions in the production information alone do not ensure specific features. Assurance of features in the legal sense is only provided when the information in question is confirmed in writing by ConCar.
4. In cases of calculation or printing errors in the offer, ConCar retains the right to make corrections.
5. Declarations made by ConCar in relation to descriptions of services, reference to DIN norms, etc. do not constitute an assumption of guarantee. In cases of doubt, only express written declarations made by ConCar regarding the assumption of a guarantee are decisive.
6. The ordering of the goods by the customer is regarded as being a binding contract offer. If no other agreement is made with regard to the order, ConCar retains the right to accept this contract offer within 3 weeks following its receipt.
7. The customer is obliged before conclusion of the contract to inform ConCar of an intended purpose of use of the goods ordered which is not exclusively suitable for standard use. The same applies to non-standard or particularly high-risk uses, in particular in areas with an increased liability risk, such as health, safety or the environment. The same applies to an increased stress load on the ordered goods.

### § 3 Conclusion of contract

1. Acceptance can be declared either in writing (e.g. through confirmation of contract) or through delivery of the goods to the customer. The customer acknowledges the exclusive validity of the General Terms and Conditions of ConCar with the placement of an order and/or with the receipt of even only a partial delivery.
2. On conclusion of a contract, ConCar is bound to the agreed price for services provided to the customer for 4 months following conclusion of contract. Following expiry of this period, ConCar retains the right to increase the prices to a reasonable degree up to the level of the list price valid on the day of provision of the service.

### § 4 Prices, packaging costs

1. The prices apply from the warehouse, unless another agreement is reached. Exempted from this is the packaging, which is invoiced separately.
2. The legally valid VAT is not included in the prices as quoted on the price list, in offers, etc. It is indicated separately on the invoice.
3. The deduction of discounts must be agreed previously in writing. Surcharges such as energy costs or surcharges for raw materials are in general not subject to discounts.
4. With sales shipments (§ 9, item 1), the customer bears the costs of transportation from the warehouse and the costs of any transport insurance required by the customer. Any customs duties, charges, taxes or other public duties are borne by the customer. We do not accept the return of transport and all other packaging in conformity with the

packaging regulations, and this packaging becomes the property of the customer; pallets are exempted from this regulation.

5. Insurance protection against the usual transport risks is provided at the request of the customer, and the cost of such insurance is borne by the customer.

### § 5 Payment conditions, compensation, default of payment

1. All invoice amounts are due for payment immediately on receipt of delivery. The purchase price is due for payment within 30 days after the invoice date and delivery or acceptance of the goods. For contracts with a delivery value of more than EUR 5,000.00, we retain the right, however, to demand a prepayment of 30 % of the purchase price. The prepayment is due within 30 days from placement of the order.
2. The customer is in default on expiry of the above payment deadline. The purchase price is subject to interest during the default period at the applicable statutory default interest rate. We retain the right to assert claims for further damage caused by default. Our claim against traders to the commercial maturity interest (§ 353 of the German Commercial Code) remains unaffected.
3. In all cases, payments are made at a cost to the customer. Exchanges are not accepted as a means of payment.
4. The customer only retains the right to assert compensation rights or rights or retention in cases when their claim has been legally established or is undisputed. In cases of faults in the delivery, the contrary rights of the customer, in particular their right to withhold a reasonable portion of the purchase price in relation to the fault, remain unaffected.
5. ConCar retains the unrestricted right to assign its claims to a third party.
6. If after conclusion of the contract well-founded concerns arise that the claim to payment is at risk due to insufficient ability to pay on the part of the customer, ConCar may as it chooses demand prepayment or a security payment within a reasonable period of time, and to interrupt the implementation of the contract until the security payment or prepayment has been received. On expiry of this period without receipt of payment, ConCar can withdraw from the contract. In this case, the customer does not retain the right to assert a claim for damage compensation.

### § 6 Delivery period, delays

1. The delivery periods and deadlines are only regarded as binding insofar as they are expressly confirmed in writing by ConCar as being binding.
2. Delivery periods begin with the date of conclusion of the contract. They are regarded as having been met when by the end of the delivery period the goods have been transferred to the transport company or the readiness of the goods for dispatch has been reported to the customer.
3. The delivery periods are extended to a reasonable degree in cases of inability to abide by the delivery deadline due to force majeure.
4. A precondition for the observance of delivery deadlines is the timely and orderly fulfilment of all contractual obligations on the part of the customer. If the customer fails to meet these obligations, the delivery periods will be prolonged accordingly.

### § 7 Withdrawal

1. ConCar assumes no procurement risk. Should ConCar be unable to observe binding delivery deadlines (non-availability of the service) for reasons for which we are not responsible, the customer will be informed immediately and will at the same time be told of the likely new delivery deadline. If the service is also not available within the new delivery deadline, ConCar retains the right to withdraw fully or partially from the contract; payment for a return service already provided by the customer will be made to the customer immediately. Non-availability of the service in this sense is in particular the failure to deliver to us on time by our suppliers when we have concluded a congruent coverage transaction, no responsibility lies either with us or with our supplier, or we are not obliged to purchase in individual cases.
2. The customer may only withdraw from the contract within the scope of the statutory regulations when ConCar is responsible for infringement of obligations; in the case of faults, however, the statutory requirements apply.
3. In cases of infringement of obligation, the customer must declare within a reasonable period following a request to do so by ConCar whether they wish to withdraw from the contract due to the infringement of obligation, or whether they still require the delivery to be made.

#### § 8 Liability in cases of delay

1. The delay in our delivery begins in accordance with the statutory regulations. However, in all cases, an overdue notice must be provided by the customer. If ConCar enters into a delay in delivery, the customer may demand a lump-sum compensation for the damage caused by the delay. The lump sum compensation is 0.5 % of the net price (delivery value) for each completed calendar week of delay, although at most, 5 % overall of the delivery value of the goods delivered late. We retain the right to provide evidence that no damage at all has occurred to the customer, or considerably less damage than the lump sum requested.
2. The rights of the customer in accordance with §§ 10 and 11 of these terms and conditions and ConCar's statutory rights, in particular with regard to an exclusion of the obligation to provide the service (e.g. due to the impossibility or unreasonableness of the service and/or subsequent fulfilment) remain unaffected.

#### § 9 Dispatch, transfer of risk

1. Delivery is provided from the warehouse, which is also the place of fulfilment (sales shipment). At the request of and at cost to the customer, the goods are dispatched to another place of destination. Unless no other arrangement is agreed, ConCar retains the right to determine the type of dispatch (in particular the transport company, dispatch route, packaging) itself.
2. The risk of accidental destruction and accidental deterioration of the goods is transferred to the customer at the latest on transfer of the goods. However, in cases of sales shipments, the risk of accidental destruction and accidental deterioration of the goods and the risk of delay is already transferred with delivery of the goods to the transport company, freight carrier or the person or institution otherwise responsible for dispatching the goods. If an approval is agreed, this is decisive for the transfer of risk. The statutory regulations arising from the Contract Law for Work and Labour also apply accordingly in all other matters. The transfer or approval is deemed to have taken place when the customer is delayed in accepting the goods.
3. If the customer is delayed in accepting the goods, fails to act in cooperation or if our delivery is delayed for other reasons for which the customer is responsible, ConCar retains the right to demand compensation for the damage arising as a result, including added costs (e.g. storage costs).
4. Delivery must be checked for completeness and damage, as well as for a fault-free condition, immediately on receipt. Any damage or faults must be reported to ConCar immediately with images and in writing.
5. Partial deliveries and their invoicing are permissible insofar as they can be reasonably expected from the customer.
6. The purchase price or fee is due when the goods are ready for delivery.
7. With the execution of service work on the items belonging to the customer, the customer, unless agreed otherwise, must deliver these items at their own cost and at their own risk to the address provided by ConCar, and collect them. Notification of availability for delivery can be made verbally.
8. Insofar as the delivery is not made by ConCar or a delivery company specified by ConCar, the customer must immediately collect the contractual items after they have been made available by ConCar, at their own risk and cost. Notification of availability for collection can be made verbally.
9. If the dispatch of the delivery is, at the request of the customer, longer than 2 weeks after the agreed delivery date, or if no precise delivery date has been agreed, is delayed following notification of availability for dispatch, ConCar may charge a fixed rate storage fee of at least 0.5 % of the price of the item for delivery, although not more than 2 %. The customer may provide evidence that no damage, or considerably less damage, has occurred to ConCar. ConCar may provide evidence that a higher level of damage has occurred. The same applies to the delay and the duration of delay of receiving the items by the customer.
10. Deliveries of higher or lower quantities of up to 10 % of the order quantity are permitted as a minor deviation, and do not authorise the customer to assert claims for faults.

#### § 10 Liability for faults

1. The statutory regulations apply with regard to the rights of the customer in cases of material and legal defects (including incorrect and insufficient delivery and incorrect assembly or faulty assembly instructions), insofar as no other stipulation is made below. In all cases, the special statutory provisions apply to the final delivery of the goods to a consumer (supplier regress in accordance with §§ 478, 479 of the German Civil Code).
2. The basis for liability for faults is primarily the agreement made with regard to the quality of the goods. The product descriptions (including those of the manufacturer) relating to the quality of the

goods, and qualified as such, which are made available to the customer before the order is placed or which are included in the contract in the same manner as these General Terms and Conditions are classified as being an agreement regarding quality.

3. If no agreement is made with regard to quality, a judgement must be made according to the statutory regulations as to whether the goods are faulty or not (§ 434, section 1, P. 2 and 3 of the German Civil Code). However, ConCar bears no liability for public statements made by the manufacturer or other third parties (such as advertising statements).

4. Faults are excluded from the guarantee which occur due to natural wear and operational abrasion, or due to incorrect use, negligent handling, erroneous operation, incorrect or erroneous programme software and/or processing data, humidity, fire, lightning, explosion or following mains overvoltage. The guarantee further no longer applies when serial numbers, type plates, barcode labels or similar labels are removed or rendered illegible.

5. As a prerequisite for claims for faults by the customer, the customer must have fulfilled their statutory obligation to inspect and notify (§§ 377, 381 of the German Commercial Code). If a fault is detected during an inspection or later, this must be reported immediately in writing. This notification is classified as "immediate" when it is made within 7 days, whereby the date of dispatch of the notification in due time is sufficient with respect to meeting the deadline. Independently of this obligation to inspect and notify, the customer must report immediately in writing any obvious faults (including incorrect and insufficient delivery) within 7 days from the date of delivery, whereby here, too, the dispatch of the notification in due time is sufficient with respect to meeting the deadline. Should the customer fail to inspect the goods in the proper manner and/or fail to provide notification of faults, ConCar bears no liability for the faults that are not reported.

6. If the delivered item is faulty, ConCar should first be allowed the opportunity for supplementary performance within a reasonable period of time. As decided by ConCar, supplementary performance guarantees either the rectification of the fault or the delivery of a new item.

7. ConCar retains the right to make the supplementary performance dependent on whether or not the customer has paid the purchase price due. However, the customer retains the right to withhold the purchase price to a degree proportionate to the fault.

8. The customer must give ConCar the time required and the opportunity to conduct the supplementary performance, in particular to forward the goods that are the subject of the complaint for inspection purposes. Should a replacement delivery be made, the customer must return the faulty item to ConCar in accordance with the statutory regulations. Supplementary performance entails neither the removal of the faulty item nor renewed installation, if we were not originally obliged to install the item.

9. The expenditure arising for the purpose of inspection and supplementary performance, particularly, transport, journey, work and material costs (not removal and installation costs) is borne by ConCar, if the item really is faulty. However, if a request by the customer to rectify a fault emerges as being unwarranted, ConCar may charge the customer the costs arising as a result.

10. In urgent cases, such as a risk to operational safety or to prevent disproportionate damage, the customer retains the right to rectify the fault themselves and to request from ConCar compensation for the objectively necessary expenditure arising in this connection. ConCar must immediately be informed, if possible in advance, of such self-help measures. The right to implement self-help measures does not apply in cases when ConCar would retain the right to refuse supplementary performance in accordance with the statutory regulations.

11. If the supplementary performance fails, or if the deadline to be set by the customer for supplementary performance has expired without result, or is superfluous according to the statutory regulations, the customer may withdraw from the purchase agreement or reduce the purchase price. In cases of minor faults, there is no right to withdraw, however.

12. Claims by the customer for damage compensation or reimbursement of futile expenditure are valid only when the conditions specified in § 11 apply, and are otherwise excluded.

#### § 11 Other liability/damage compensation

1. Unless there is no other agreement made in these terms and conditions, including the terms and conditions below, ConCar is liable in cases of infringement of contractual and non-contractual obligations according to the relevant statutory regulations.

2. ConCar is liable for damage compensation - regardless of the legal grounds - in cases of intent and gross negligence. In cases of minor negligence, ConCar is only liable

a) for damage arising from injury to life, body or health  
b) for damage arising from the infringement of a key contractual obligation (an obligation, the fulfilment of which enables the correct execution of the contract in the first place, and which the contractual

partner regularly trusts, and may trust, will be met); in this case, however, liability is limited to compensation for the foreseeable damage that typically occurs.

3. The liability limitations arising from section 2 do not apply to the extent that ConCar has malevolently concealed a fault or has assumed a guarantee for the quality of the goods. The same applies to claims asserted by the customer according to the product liability legislation.

4. Due to an infringement of obligations which does not take the form of a fault, the customer may only withdraw or terminate when we are responsible for the infringement of obligation. A free right to terminate on the part of the purchaser (in particular in accordance with §§ 651, 649 of the German Civil Code) is precluded. Otherwise, the statutory requirements and legal consequences apply.

5. A change to the onus of proof to the disadvantage of the customer is not linked to the above regulations.

#### § 12 Prescription

1. The prescription period for claims and rights arising from faults - regardless of the legal grounds - in relation to companies is one year. This prescription period also applies to other damage compensation claims against ConCar, regardless of their legal grounds. It also applies to the extent that claims are not related to a fault.

2. The prescription period in clause 1 applies subject to the following conditions: The prescription period does not generally apply in cases of intent, when a fault has been malevolently concealed or if a guarantee has been assumed for the quality of the delivery item, with building constructions or works, the success of which consists in the provision of planning or surveillance services for such a building construction, also for damage compensation claims not arising from cases of injury to life, body or health or freedom, for claims according to the product liability legislation, in cases of grossly negligent infringement of obligations or culpable infringement of key contractual obligations.

3. For all damage compensation claims, the prescription period begins with the approval, and in relation to companies, with the dispatch, of the item.

4. Insofar as damage compensation claims are the subject of this condition, it also covers claims for reimbursement for futile expenditure.

5. Insofar as no other regulation is expressly made, the statutory conditions regarding the start of prescription, the expiry suspension, suspension and the new beginning of periods remains unaffected.

6. A change to the onus of proof to the disadvantage of the client is not linked to the above regulations.

#### § 13 Retention of title

1. The ownership of the goods delivered remains with ConCar until all demands arising from the business relationship with the customer are met.

2. The customer may only have at their disposal the items subject to retention of title insofar as they further sold, processed, mixed or connected as part of an orderly commercial transaction. The further sale is only permitted on condition that the customer receives payment from their customer, or retains the title until the mandatory payment has been made.

3. In the case of further sale of the reserved goods, the customer already now assigns all future receivables against their purchaser arising from the further sale to ConCar as a precautionary measure. In cases of further sale of the reserved goods together with other items without agreement of a unit price for the reserved goods, the customer assigns a portion of the total amount due to ConCar, which corresponds to the price of the reserved goods invoiced by ConCar.

4. The customer also remains authorised to collect these claims following assignment by way of security. If there is an important reason to do so, ConCar does however retain the right to revoke permission for the customer to collect. One important reason arises in particular when the customer ceases payments, is in default of payment, when an application for initiating bankruptcy proceedings is submitted over the assets of the customer, or when the bankruptcy proceedings have already begun. In this case, ConCar, aside from revoking direct debit authorisation, may additionally demand that the customer discloses the security assignment to their debtors, discloses to ConCar the assigned claims and their debtors, and hands over all information required for collection of the debts, as well as the corresponding documents.

5. The processing, connection or mixing of the reserved goods is in all cases made on behalf of ConCar. When processing, connecting or mixing with other items that do not belong to ConCar, ConCar obtains co-ownership of the new item in proportion to the value of the reserved goods relative to the other mixed items at the point in time of processing, connection or mixing. This also applies in cases when the customer obtains sole ownership of the new item. In cases of sale of the new item, as a precautionary measure, the customer assigns their claims arising from the further sale at the level of the amount corresponding to the value of the reserved goods invoiced by ConCar,

and as a precautionary measure also their receivables against a third party arising from such a further sale at the level of the value of the related reserved goods.

6. Insofar as the realisable value of the security rights exceeds the receivables to be secured by more than 10 %, ConCar will release a corresponding portion of the securities at the request of the customer.

7. In the case of seizure or other interventions and injunctions by third parties, the customer must inform ConCar immediately. Insofar as the third party is not in a position to reimburse ConCar for the court and out-of-court fees arising from an action in accordance with § 771 ZPO, the customer is liable for the loss incurred to ConCar.

8. Should the customer be in infringement of contract, in particular in cases of default of payment, ConCar retains the right to withdraw from the contract and demand the return of the delivered goods.

#### § 14 Commercial property rights, copyright of third parties, rights to tools

1. The obligation by ConCar to deliver the purchased item free of commercial property rights and the copyright of third parties is restricted to the country of the place of delivery.

2. Insofar as the delivered products have been produced according to the information, documents, designs or instructions of the customer, the customer assumes liability for the fact that the property rights of third parties are not infringed. To this extent, the customer releases ConCar from all claims asserted by third parties due to the infringement of commercial property rights and copyright.

3. Insofar as the performance of ConCar extends to the provision of technical advice, in particular the development of recommended technical solutions, the creation of drawings, plans, developments and improvements of products, etc., ConCar retains all rights to these. This applies in particular to the intellectual ownership of the products as well as to the physical ownership of all drawings, samples, models, etc.

4. Any forwarding, including for viewing and all types of onward dispatch of the reproduction (partially or in full) is prohibited and entails the obligation, regardless of all other claims, to hand over the item produced or obtained in this manner. The customer is obliged on request to immediately issue to ConCar all necessary information required for the assertion of its rights and to submit the corresponding documents. Drawings, samples, forms, etc. produced by ConCar must be returned to ConCar on request. This must be done in an unsolicited manner when the order is not placed with ConCar.

#### § 15 Place of fulfilment, place of jurisdiction

1. If the purchaser is a commercial entity in the sense of the German Commercial Code, a legal person governed by public law or a special fund under public law, the sole place of jurisdiction - including internationally - for all disputes arising directly or indirectly from the contractual relationship is the headquarters of ConCar in Freising.

2. The law of the Federal Republic of Germany applies. The application of the United Nations Convention on Contracts for the International Sale of Goods (CSIG) is precluded.

#### § 16 Miscellaneous

1. Should individual clauses in these General Terms and Conditions be or become invalid, the validity of the other Terms and Conditions remains unaffected.

2. All auxiliary agreements and contractual alterations must be confirmed in writing by ConCar before they become binding.

**Date: April 2014**