I. Area of application

Insofar as nothing has been expressly agreed otherwise, the following "General delivery conditions" apply to all contracts, deliveries and other services relating to business transactions between BIT Braun Industrial Trading GmbH (hereinafter called BIT GmbH) and Non-Consumers (hereinafter called the Purchaser) in the sense of § 310 Par. 1 of the BGB (Civil Code). Conditions which differ from this, in particular the Purchaser's own purchasing terms, are herewith discounted.

In the context of an ongoing business relationship between businesspeople the conditions will then also form an element of the contract if BIT GmbH has not expressly indicated their inclusion in individual cases. Obvious error on the part of BIT GmbH will lead to retrospective invalidity of the contract.

II. Bid and written form

1. Our bids are non-binding even when they are made in writing.

2. Orders and declarations of acceptance require our written confirmation in order to be legally valid.

3. Differences, amendments and/ or additions to agreements between the Purchaser and BIT GmbH, including these business conditions, require written form which can only be waived in writing.

III. Data storage

The purchasers and suppliers are hereby informed that BIT GmbH will use personal data obtained in the context of the business relationship in accordance with the provisions of the Federal Data Protection Act.

IV. Delivery, transfer of risk and delay

1. Risk transfers to the Purchaser Upon supply of the goods to the agreed place of delivery by BIT GmbH. If dispatch is delayed by request or fault of the Purchaser, then the goods will be stored at the Purchaser's risk and costs. In this case notification that the goods are ready for dispatch is treated the same as the goods being dispatched.

2. Partial deliveries are permitted to a reasonable extent. An appropriate extension to the delivery period can be given – even in cases of delay – in instances of *force majeure* and any unforeseen impediments arising after contract conclusion which are not caused through the fault of BIT GmbH (in particular operational disruptions, strikes, lockouts or transport disruptions), provided that such impediments can be proved to have had a considerable influence on the delivery of the items sold. This also applies if these circumstances arise with BIT GmbH suppliers and their sub-contractors. The Purchaser can ask BIT GmbH to state whether they want to withdraw from the delivery or deliver within an appropriate deadline. If BIT GmbH do not state this immediately, the Purchaser can withdraw. Compensation claims are excluded in these cases.

3. The aforementioned regulations apply accordingly for the Purchaser in the event that the aforementioned

impediments should happen on the part of the Purchaser.

4. In respect of punctual deliveries BIT GmbH are liable only for their own fault and for that of their fulfilment agents. They are not responsible for the fault of their pre-suppliers as these are not their fulfilment agents. However, BIT GmbH are obliged on request, to cede to the Purchaser any potential claims due to him in respect of his pre-suppliers.

5. In the event of a delay in delivery the Purchaser is obliged, on request from BIT GmbH, to state within an appropriate period whether he will continue to insist on delivery or whether he wants to withdraw from the contract on account of the delay.

V. Acceptance

The Purchaser may not refuse acceptance of deliveries on account of insignificant defects.

VI. Prices, dispatch, packaging and insurance

1. Our prices are always understood as being plus the respectively applicable statutory VAT.

2. If nothing has been expressly agreed otherwise the purchase price is due immediately <u>upon order issue, by pre-payment without discount</u>.

3. <u>The minimum order value is Euro 100.00</u>. For amounts lower than this amount a <u>minimum order charge of Euro 25.00</u> will be invoiced in each case.

4. All agreed delivery dates are effective from receipt of payment into the account of BIT GmbH.

5. The goods will be dispatched at the Purchaser's cost to the location requested by him. At the Purchaser's request BIT GmbH will organise transport insurance at the Purchaser's cost.

VII. Retention of title

All goods supplied by BIT GmbH remain their property until full payment of the purchase price, including any additional amounts outstanding. The Purchaser is entitled to resell the goods under retention of title in the context of a regular business transaction. The monies due from the resale will be passed on to BIT GmbH. BIT GmbH can, at any time, ask the Purchaser to tell them the name of the customer and they are entitled to let the customer know about the transferring of outstanding monies and to collect the outstanding amount directly from the customer in the event of payment delay. Where retention of title exists the Purchaser is not entitled to make pledges or assign security.

VIII. Notice of defects, guarantee and liability

1. For defects in the sense of § 434 BIT GmbH are only liable as follows: The Purchaser must examine the goods received immediately for defects and as to their condition. Obvious defects must be notified to BIT GmbH within 3 days in writing. For reciprocal trading partnerships between businesspeople § 377 of the HGB (Commercial Code) will remain unaffected. If

the Purchaser notices any defect in the goods, he may not make use of them, i.e. they may not be divided, resold or further processed until agreement is reached on the handling of the warranty claim or until proceedings for the preservation of evidence have been undertaken by an expert commissioned by the Chamber of Industry and Commerce local to the Purchaser's registered office.

2. The Purchaser is obliged to provide BIT GmbH with the disputed purchase item or a sample of this for the purpose of testing. Upon culpable refusal the guarantee will cease to apply.

3. BIT GmbH are entitled to determine the type of remedial action (replacement delivery, improvement) for justifiable claims, taking into account the type of fault and the legitimate interests of the Purchaser.

4. The Purchaser must inform BIT GmbH as soon as possible of any guarantee claim case which occurs on the part of a consumer.

5. Where BIT GmbH have provided the planning/ programming for the installation of complex control and network systems in the construction domain, then as the installer the Purchaser is obliged to keep to this planning and to undertake changes and any minor deviations from this – both for the installation and for subsequent repairs – only with the consent of BIT GmbH. Compensation for damages – of any kind whatsoever – which can be attributed to unauthorised deviation from the specifications by the Purchaser will not be accepted by BIT GmbH.

6. Material defect claims expire after 12 months.

IX. Binding nature of the contract

The contract remains binding in its remaining parts even if individual provisions are legally invalid. This does not apply if keeping to the contract would cause unreasonable hardship for either party.

X. Export controls

In recognition of German and other export control legislation applicable the Purchaser is obliged to comply with all necessary export licences or other documentation, at his cost, before exporting products or technical information which he has received from BIT GmbH.
The Purchaser undertakes not to sell, export, supply or forward by any other method, either directly or indirectly, such products or technical information to any person or to companies or in countries where this is in breach of German law or other laws or regulations. The Purchaser is obliged to inform anyone receiving these products or technical information of the need to comply with these laws and regulations. The Purchaser will procure all licences and export and import papers which may be necessary for him to use the products, at his own cost. Refusal of an export permit does not entitle the Purchaser to withdraw from the contract or to claim compensation.

XI. Limitation of compensation claims

1. Compensation claims of any kind whatsoever by the Purchaser – even where such claims are in connection with the Purchaser's guarantee rights – are excluded. This does not apply if;

    a) BIT GmbH or their staff have acted with intent or with gross negligence, or

    b) if it involves damages due to breach of significant contract obligations by BIT GmbH or their staff,

    c) or if features promised are lacking.

2. In cases where the goods delivered have not actually suffered any damages themselves, liability on account of missing features is limited in relation to that for which the Purchaser should be insured.

3. In the event of breach of significant contract obligations the liability is limited to typical foreseeable contract damages unless there is intent or gross negligence.

4. All compensation claims against BIT GmbH, equally for whatever legal reason, will expire at the latest one year after delivery if the statutory expiry date is not shorter. Excepted from the above ruling are delictual compensation claims for which the expiry period of § 852 of the BGB applies.

5. The above liability limitations also apply on behalf of employees of BIT GmbH.

XII. Place of fulfilment, place of jurisdiction and applicable law

1. The place of fulfilment is Sternenfels.

2. The sole place of jurisdiction for all disputes arising directly or indirectly from the contract relationship, if the Purchaser is a business person, will be the registered office of BIT GmbH. However, BIT GmbH are also entitled to file a claim at the Purchaser's registered office.

3. German material law will apply to the legal relationship in connection with this contract, with the exclusion of the United Nations Convention on Contracts for the International Sale of goods (CISG).

XIII. Severability clause

Should one of the above provisions be or become invalid then the validity of the remaining provisions will not be affected by this. The parties will replace the invalid provision with a provision which comes closest to the intended commercial aim.