

Aerolux GmbH
General Terms & Conditions of Business
Ordering, Delivery and Payment Terms

1. General

All contracts of sale, concluded with us, offers and performances – also in the future – shall be subject to the following conditions. We object to terms that differ from these conditions unless we have expressly agreed to them in writing. This also applies if we do not expressly object again after receiving them. Changes, supplements and ancillary agreements require our written confirmation. These General Terms and Conditions only apply to companies within the meaning of Section 14 BGB (German Civil Code), legal entities governed by public law, and special funds under public law.

2. Offers

All of our offers are subject to change. Contracts are only formed when we have confirmed them in writing. We reserve the right to make technical alterations to the products offered by us, even after the buyer accepts our offer, if doing so does not adversely affect the price, the delivery time, or the warranty dates.

3. Prices

Our prices are quoted net, ex warehouse in Norderstedt, and include standard packaging. If there is a change in our costs after you enter into contract with us but before the agreed delivery date, then we have the right to make a commensurate price adjustment if a period of more than four months lies between the contract date and the agreed delivery date.

4. Passing of the risk

Unless otherwise agreed, delivery shall be EXW (ex works, Incoterms 2010) Norderstedt. Shipping shall be at the risk of the Buyer even if carriage paid delivery has been agreed in individual cases. This applies also if, in addition, we have assumed the task of installing the delivery item. If goods that have been notified as ready to ship are not accepted as contractually agreed, the risk shall pass to the Buyer upon the notification that the goods are ready to ship and the purchase price becomes due. In that event we are entitled to store the goods at the expense and the risk of the Buyer at our discretion.

5. Deliveries

The delivery period shall be based on the agreements between the parties. Compliance with the delivery periods requires that all commercial and technical issues between the parties have been clarified and that the Buyer has fulfilled all obligations incumbent on it, such as making a down payment. If this is not the case, the delivery period shall be adequately extended. Deliveries are subject to our own receipt of correct and timely deliveries. We will provide notification of foreseeable delays without undue delay.

The delivery period and any set additional periods for delivery shall be deemed complied with if the delivery item has left the supplier's plant or if the Buyer has been notified that the delivery item is ready to ship when they expire. If the delivery item is shipped late for reasons for which the Buyer is responsible, the costs incurred due to the delay shall be charged to it starting one month following the notification that the delivery item is ready to ship. If the failure to comply with the delivery period is due to force majeure, labour disputes or other events that are beyond our control, the delivery period shall be adequately extended. If one of the parties cannot reasonably be expected to perform/accept the delivery subsequently due to such events, that party is entitled to withdraw from the contract.

This also applies if the circumstances apply to sub-suppliers. We shall not be responsible for the aforementioned circumstances either if they occur during an already existing delay. We will notify the Buyer of the beginning and end of such circumstances as soon as possible. Punctual and appropriately sized partial deliveries are permissible. Deliveries 10% short or in excess of the quantities ordered are within our discretion as long as they are not unacceptable to the Buyer. Larger contract quantities are to be accepted in equal deliveries during the agreed delivery period.

6. Notification of defects and warranty

The Buyer's warranty rights are predicated on the assumption that the Buyer has duly satisfied its obligations to inspect the goods and to give notice of defects pursuant to § 377 HGB (German Commercial Code).

If the item being purchased is defective, we can remedy the defect or deliver a replacement, at our discretion. If the statutory conditions are met, the Buyer is entitled to withdraw from the contract or demand an adequate reduction of the purchase price.

If the item is defective and if the Buyer has itself installed said item into another item (or had it installed) or attached it to another item in accordance with its nature and intended purpose then we, should a claim for rectification be asserted against us by the Buyer, shall be entitled to choose within a reasonable period of time whether to compensate the Buyer for the works required to remove the defective item and to install or attach the rectified item or the defect-free replacement item (hereinafter: the "Works"), or to conduct the corresponding Works ourselves or have these Works conducted at our own expense (hereinafter: "self-performance"). If we fail to exercise this right within a reasonable period of time, it shall expire. If we opt for self-performance, the Buyer shall be entitled to set a reasonable time period for such performance. Should said time period expire without results, then the Buyer shall be entitled to conduct the Works itself or have the corresponding Works conducted. In this case, our right to self-performance shall expire and the Buyer may carry out these Works itself or have them carried out. We shall then be obliged to reimburse the Buyer for the costs incurred as a result of the Works. Our right to reject the kind of remedy due to its disproportionate expense, as per Section 439 (4) of the German Civil Code, (BGB) remains unaffected. If the Buyer conducts the work itself or has the work performed by a contractor, then it must note that its claim for compensation applies only to "necessary" expenditures. The Customer should therefore, in its own interests, keep the costs to a minimum and look for a cost-effective solution. If the Buyer sells the item to a third party which is an entrepreneur in the sense of § 14 BGB (hereinafter referred to the "third party") without having first installed it in

another item or having attached it to another item, the design of the contract should be oriented towards the provisions of the preceding paragraph. Should the Buyer then later have a claim asserted against them by the third party for rectification due to a defect, which the item already had at time of transfer of the risk to the Buyer, it shall give us the opportunity to carry out the Works at our own expense by means of self-performance. Within a reasonable period of time, we then have to choose whether to reimburse the Buyer for the necessary expenses for the Works or to carry out these Works by means of self-performance. If we fail to exercise this right within a reasonable period of time, it shall expire. If we opt for self-performance, the Buyer shall be entitled to set a reasonable time period for such performance. Should said time period expire without results, then the Buyer shall be entitled to conduct the Works itself or have the corresponding Works conducted. We shall then be obliged to reimburse the Buyer for the costs incurred as a result of the Works. Our right to reject the kind of remedy due to its disproportionate expense remains unaffected. If the Buyer fails to reach an arrangement with the third party or violates the provisions of this contractual paragraph, with the result that we are deprived of the opportunity to carry out the Works by means of self-performance, any possible recourse claims of the Buyer for reimbursement of expenses due to the Works shall be limited to the costs that would have been incurred by us in the case of self-performance.

Technical information about the product does not include any representation of specific characteristics.

If products are sold based on samples, the characteristics of the sample are deemed agreed, but not warranted.

Any claims for defects the Buyer may have shall become time-barred after 12 months calculated from the passing of the risk. This shall not apply insofar as the law, as per § 438 (1) No. 2 (Buildings and items for buildings), §§ 445b and 478 (1) (Right of recourse) and § 634a (1) No 2 (Building defects) BGB, prescribes longer periods. The above-mentioned shortened limitation period also does not apply to claims for damages that are based on a defect of the item sold. However, this exception for claims for damages only applies to claims for damages based on defects due to an injury to the life, body, or health of a person or our grossly negligent or wilful conduct or liability under the Product Liability Act. The liability for damages in the context of liability for defects shall also be subject to the provisions of Section 7 of these Conditions.

7. General liability

We are liable only for damage caused intentionally or by gross negligence. We are also liable in cases where slight negligence leads to a breach of material contractual duties. "Material contractual duties" are duties that must be complied with in order to make the proper performance of the contract possible in the first place and on the observance of which the Buyer regularly relies and may regularly rely.

Our liability is limited to the reasonably foreseeable damage typically incurred with this type of contract unless it is due to an intentional act. or gross negligence or the adoption of a guarantee of quality

The foregoing limitations on liability do not apply to injuries to life, body or health or in cases of liability pursuant to the German Product Liability Act (*Produkthaftungsgesetz*).

The Buyer's claims for the compensation of expenses pursuant to Section 284 BGB are excluded to the extent that the claim for damages in lieu of performance is excluded pursuant to the foregoing provisions.

The foregoing limitations on liability shall also apply to our employees, bodies and other vicarious agents.

8. Payment terms

Unless otherwise provided for, our invoices are due immediately. A special agreement is required for a cash discount.

If a cash discount is granted, it is done so on the condition that all earlier invoices have been paid. Cash discounts are calculated on the basis of the net invoice amount after discounts, freight costs, etc., have been deducted. Credits also must be deducted from the cash discount calculation. Offsetting shall be excluded unless the counterclaim of the Buyer stands in reciprocity to the claims asserted by us or is not contested has been legally established. Rights of retention of the Buyer shall be excluded if the counterclaims do not result from the same contractual relationship

Default by the Buyer is subject to the provisions of § 286 BGB. In the event of default, the entire purchase price is due and payable immediately and accrues interest in accordance with § 288 BGB. Our right to demand reimbursement for any further damage resulting from default remains unaffected.

In the event of a delay in payment, furthermore, we have the right to, at our option, either withhold further deliveries, including those under other contracts, or make such deliveries conditional on prior payment of the outstanding balance or of a security deposit. We have the same right if, after a contract has been made, we learn of circumstances that make the buyer's solvency appear doubtful. Further details are as provided in § 321 BGB.

9. Reservation of title

The title to the goods delivered by us shall only pass to the Buyer after it has paid all of its debts, including outstanding balances, from our deliveries of goods. If the goods that are subject to the reservation of title are combined with another movable object or connected in such a way that they become an essential component of a single new object, we acquire co-ownership of the new object based on the share of the value of the item being purchased compared to that of the other objects processed at the time when they are processed. The Buyer undertakes to hold the goods that are subject to reservation of title in custody for us free of charge with the due diligence of a prudent businessman.

The Buyer is entitled to continue to dispose of the items being purchased in the ordinary course of business; however, it hereby assigns to us all claims in the amount of the final amount of the invoice (including VAT) that accrue to it from the resale of the goods that are subject to reservation of title against its purchasers or third parties, regardless of whether the item being purchased was resold without or after processing.

The Buyer remains authorised to collect this claim even after it has assigned it to us. This does not affect our right to collect the claim ourselves. However, we undertake to not collect the claim as long as the Buyer fulfils its payment obligations from the proceeds received, is not in default of payment and, in particular, as long as no application for the opening of insolvency proceedings has been filed and the Buyer has not stopped making payments. If this is the case, we can demand that the Buyer disclose the claims assigned and their debtors to us, provide all information required for the collection, submit the related documents and notify the debtors (third parties) of the assignment.

If third parties seize the goods that are subject to reservation of title, the Buyer must point out that the goods are subject to reservation of title and must notify us without undue delay.

If the Buyer breaches contractual provisions, especially if it is in default of payment, we are entitled to take the goods back at the expense of the Buyer following a reminder.

10. Place of Performance, Place of jurisdiction, applicable law

Place of performance is Norderstedt.

The legal venue for all disputes with businessmen, legal entities under public law, special funds under public law or persons who have no general jurisdiction in Germany is Hamburg. However, we are entitled to bring an action against the Buyer at the Buyer's registered place of business. If the Buyer does not have any general place of jurisdiction in Germany, the party wishing to bring action shall be entitled to alternatively invoke the Court of Arbitration of the German Institution of Arbitration e.V) If this option is exercised, the Court of Arbitration shall be the exclusively competent court. The place of arbitration is Hamburg. The language of proceedings is German. These Conditions shall be governed by the laws of the Federal Republic of Germany to the exclusion of the UN Convention of the International Sale of Goods (CISG). The INCOTERMS, as amended, shall apply in addition.

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