

# General Terms of Conditions of Business - aitronic GmbH

## 1. General

1.1. These General Terms of Conditions of Business, hereafter referred as „GTC“, and any separate contractual agreements apply to all our offers, services and deliveries. Differing or contrary to our Terms of conditions are not accepted by us, unless we expressly agree to their validity.

1.2. We reserve property rights and copyrights (including in electronic form) to calculations, illustrations and drawings and other documents and information of physical and non-physical. These may not be made accessible to third parties.

## 2. Conclusion of Contract

2.1. A contract is only concluded with the issuance of our written order confirmation or by delivery. For the contract, in particular for the scope of services solely our order confirmation is authoritative. Changes and additions to the contract require our written confirmation.

2.2. We are entitled to rescind the contract if the contracting party has made an application to open insolvency proceedings on his assets, submitted an affidavit by §807 UPO or insolvency proceedings on his assets or opening was rejected for lack of.

## 3. Prices and Payment

3.1. Our prices are ex works, excluding packaging, shipping, customs and any other public charges. The statutory sales tax is calculated plus.

3.2. For virgin the deduction of 2% discount is allowed within the payment period specified in the bill noted in the payment.

3.3. Unless special arrangements are made, the payment intra-half of 10 days from the date of the invoice is due.

3.4. If the agreed payment policies by the customer not being-hold or we must regard our claims due to the financial circumstances of the customer as being at risk, we must demand our total due immediately. We retain the right to make processing of all orders of the client dependent on a prepayment or a security deposit.

## 4. Delivery Dates

4.1. Delivery dates depend on the decisions taken in individual cases agreements. Unless otherwise expressly provided by the parties have been agreed, all specified delivery deadlines are not binding. A delivery period shall be deemed complied with if the object of delivery has been prepared for transport or the dispatch readiness and communicated.

4.2. Can we the agreed delivery date for reasons which we are not responsible (e.g. operational disruptions, strike, lockout, energy supply problems, delays in the delivery of essential raw materials and raw materials, etc.) do not comply, so we will inform the customer immediately. Can't it be foreseen in such a case that we will not be able our performance within a reasonable time, however, to provide the latest within four months, the customer or we can withdraw from the contract. The same applies if the impediments after four months still exist since our announcement.

## 5. Delivery and Packaging

5.1. Partial deliveries and services are permissible.

5.2. All deliveries are made ex works. Once the goods are handed over to the customer, for easy transport or the dispatch has been notified, the risk of accidental deterioration or accidental loss of power subject to the customer over. This applies regardless of whether the shipment is carried out by the performance and who bears the transport costs.

## 6. Retention of Title

6.1. Until full settlement of all our claims from the entire business relationship with the customer, goods delivered by us remain our property.

6.2. Under the reservation of proprietary goods must be identified by the customer and stored separately. The customer is under the retention of title undertakes to insure at his own expense against fire, water damage, burglary and theft. At the request of the insurance policy for inspection we transmit. The claims against the insurance company, the customer assigns to us in advance, we herewith accept.

6.3. The customer has to notify us immediately at any third party against the subject property. All costs that must be incurred for cancellation of the seizure and recovering the goods supplied by us shall be borne by the customer.

6.4. As long as the customer is not in default, he shall be entitled to sell the reserved goods in the ordinary course of business, collateral assignments or pledges, however, are not permitted. Receivables resulting from the resale or any other legal grounds (insurance, tort) with respect. To the conditional goods, the customer hereby assigns in full to us. We hereby accept this assignment. We authorize the customer to collect the claims assigned to us for our account in his own name. At our request, the customer shall disclose the assignment and hand over to us the information necessary for recovering the debt information and documents.

6.5. In case of default or other type of contract by the customer we are, without withdrawing from the contract, entitled to take back the reserved goods at the customer's expense.

6.6. The retention of title continues at the newly created thing if the reserved goods are combined with other items. We thereby acquire a co-ownership in proportion to the value of the goods (invoice value) to the value of the new item. If one of the related matters to be considered as the main item, the customer transfers to us co-ownership in proportion to the value of the goods supplied by us (invoice value) to the value of the new item. The customer shall keep the new item free of charge with regard to our co-ownership share. If the reserved goods are resold as part of the new product, as agreed in paragraph 6.4 advance assignment applies only to the amount of the invoice value of the goods.

6.7. If the value of which we are entitled under the above provisions our claims by more than 20%, we are obliged to release with regard to the excess value.

6.8. We reserve other rights to the delivery item, if the law of the country in which the delivery item is located, don't permits retention of title or only in limited form. The customer is obliged to take all necessary measures (e.g. registrations) to achieve the retention of title or other rights that replace the retention of title and to contribute to the protection of these rights.

## 7. Warranties

7.1. Should prove rendered by us to be defective, we are obliged to remedy these shortcomings. However, this does not apply if objections to improper handling or assembly, to inappropriate use or natural wear and tear caused by the customer. Changes or the customer repaired goods delivered by us or it makes modifications or repairs by third parties to make void the warranty, unless the customer can prove that the modification or repair in question did not cause or is not with the cause of the defect. Our warranty period for deliveries of new goods and services to individuals, entrepreneurs shall be limited to a period of 2 years after delivery of the contractual object or performance of the service. Our warranty period for repairs and batteries to companies is limited to a period of 1 year after delivery of the contractual object or performance of the service. The sale of used goods to entrepreneurs excludes all warranty claims. Furthermore, the warranty is governed by the statutory provisions with the proviso that we reserve in any case, initially to provide rectification. Defective parts will be at our discretion either repair or replace.

7.2. The customer has no right to demand a price reduction or cancellation of the contract, as long as we fulfill our duty to subsequent improvement. If the repair can not succeed within a reasonable time-measured, the statutory warranty rights of the customer are revived.

7.3. We are engaged in legitimate complaints, obliged to take the necessary for the elimination of deficiencies labor and material costs. The customer must send the defective goods to us at his own expense. The cost of the return shipment to the customer we carry. Should we replace the course of rectification work delivered by us materials of the customer, go the replaced parts become our property.

7.4. If obvious defects of the delivery item not be reported without delay at the latest within 7 working days of receipt by the customer, the goods shall be taken as a contract. The same goes for any short deliveries.

7.5. Any warranty claims of the customer against the manufacturer shall not be affected by these regulations, as well as any further resulting in the order confirmation commitments or representations on our part.

## 8. Liability

8.1. For culpable infringement of our contractual obligations, we shall bear the liability in accordance with the statutory provisions. If our behaviour is neither grossly negligent nor intentionally, we are only liable for the foreseeable damage.

8.2. We shall be liable in all other cases when a claim by us, one of our representatives or has been caused intentionally or through gross negligence by a vicarious agent. In addition, claims for damages for other legal interests of clients, regardless of their legal basis, are excluded.

8.3. Technical advice and recommendations on our part, is based on careful examination. Any liability therefore is excluded. To test whether is the ordered or proposed by us for the intended use by the customer, the customer is solely responsible.

## 9. Final Provisions

9.1. These conditions are subject to German law. The exception is the UN Convention on the International Sale of Goods.

9.2. The place of jurisdiction for all disputes in connection with these GTC is the court competent for the seat of our company. However, we may at the headquarters of our contract partner to bring an action.

9.3. The invalidity of individual provisions within these GTC leaves the validity of the remaining provisions and the existence of the contract.