

General Terms and Conditions of Delivery of Prema Service GmbH (as of August 2018)

1. Scope of Application

(1) All deliveries, services and offers of the Seller are made exclusively in accordance with these General Terms and Conditions of Delivery. They are an integral part of all contracts which the Seller concludes with its contractual partners (hereinafter also referred to as "Customer") for the deliveries or services offered by the Seller. These General Terms and Conditions of Delivery shall also apply to all future deliveries, services or offers to the Customer, even in the absence of an express agreement to this effect.

(2) Terms and conditions of business of the Customer or third parties do not apply, even if the Seller does not explicitly object to their validity in the individual case. Even if the Seller makes reference to a letter which contains or refers to the terms and conditions of the Customer or of a third party, this shall not constitute agreement with the validity of those terms and conditions.

2. Offer and Conclusion of Contract

(1) All offers of the Seller are subject to confirmation and non-binding, unless they are expressly stipulated as binding or state a specific acceptance period. The Seller may accept orders or commissions within fourteen days of receipt.

(2) The legal relationship between the Seller and the Customer shall be governed solely by the purchase contract/order concluded in writing, including these General Terms and Conditions of Delivery. The purchase contract/order represents all agreements made between the contracting parties regarding the subject matter of the contract. Oral commitments made by the Seller prior to the conclusion of this contract are not legally binding, and oral agreements of the parties to the contract are replaced by the written contract, unless it is expressly stated in each case that they shall continue to be binding.

(3) Supplements and amendments to the agreements that have been made, including these General Terms and Conditions of Delivery, will only be effective if they are made in writing. Except for managing directors or authorised signatories, the employees of the Seller are not entitled to make any verbal agreements deviating from these. To comply with the written form requirement, transmission by means of telecommunications, in particular by telefax or e-mail, is deemed sufficient if the copy of the signed declaration is transmitted.

(4) Information provided by the Seller on the subject matter of the delivery or service (e.g. weights, dimensions, utility values, load-bearing capacity, tolerances and technical data) and our representations of the same (e.g. drawings and illustrations) shall be deemed to constitute only approximations, unless exact conformity is required for applying them for the contractually intended purpose. They are not guaranteed characteristics, but descriptions or distinctive features of the delivery or service.

Deviations customary in the trade and deviations which are caused by legal regulations or which constitute technical improvements as well as the replacement of components by equivalent parts shall be permitted provided that they do not impair the usability for the contractually intended purpose.

(5) The Seller reserves the ownership or copyright to all offers and cost estimates submitted by him as well as to all drawings, illustrations, calculations, brochures, catalogues, models, tools and other documents and aids made available to the Customer. The Customer shall not make these objects themselves or their content accessible to third parties, disclose them, use them himself or through third parties or duplicate them without the express consent of the Seller. At the Seller's request, the Customer shall return these objects completely to the Seller and destroy any copies he may have made if they are no longer required by him in the ordinary course of business or if negotiations do not lead to the conclusion of a contract. Excluded from this is the storage of electronically provided data for the purpose of normal data backup.

3. Prices and Payment

(1) The prices apply to the scope of services and deliveries specified in the order confirmations. Additional or special services will be invoiced separately. Prices are quoted in EURO ex works plus packaging, statutory value-added tax, and in case of export deliveries customs duties, fees and other public levies.

(2) If the agreed prices are based on the Seller's list prices and the delivery is to take place more than four months after the contract was concluded, the Seller's list prices valid at the time of delivery apply (less an agreed percentage or fixed discount, as applicable).

(3) Invoiced amounts are to be paid without deduction within thirty days, unless otherwise agreed in writing.

Payment shall be deemed received on the date the amount is credited to the Seller's account. Cheques are excluded as a means of payment, unless expressly agreed in individual cases. Should the Customer fail to make payment by the due date, the overdue amounts shall bear interest at the rate of 5% p.a. from the due date; the assertion of higher interest rates and further damages in the event of default remains unaffected.

(4) The Customer may only offset counterclaims or retain payments due to such claims if the counterclaims are undisputed or have been determined to be legally valid.

(5) If after the conclusion of the contract the Seller becomes aware of circumstances that give reason to assume that the Customer's creditworthiness is significantly reduced and that may compromise payment of the Seller's outstanding claims by the Customer from the respective contractual relationship (including from other individual orders to which the same framework contract applies), the Seller shall have the right to execute or render outstanding deliveries or

services only against advance payment or provision of security.

4. Delivery and Delivery Period

(1) Deliveries are made ex works.

(2) Any periods and dates for deliveries and services promised by the Seller are estimated periods and dates, unless a fixed period or date has been expressly promised or agreed. If shipment has been agreed, delivery periods and delivery dates refer to the time the goods are handed over to the forwarding agent, carrier or other third party commissioned with the transport.

(3) Notwithstanding the Seller's rights arising from the Customer's default, the Seller may demand from the Customer to extend delivery and performance periods or to postpone delivery and performance dates by the period during which the Customer does not fulfil his contractual obligations towards the Seller.

(4) The Seller is not liable if the delivery is impossible or delayed due to force majeure or other events that were not foreseeable at the time the contract was concluded and for which the Seller is not responsible (e.g. business disturbances of all kinds, difficulties in procuring materials or energy, transport delays, strikes, lawful lockouts, lack of manpower, energy or raw materials, difficulties in obtaining necessary official approvals, official regulations or outstanding, incorrect or delayed delivery by suppliers). If such events substantially complicate or render impossible delivery or performance by the Seller and the hindrance or barrier is not temporary, the Seller is entitled to withdraw from the contract. In the event of hindrances of a temporary nature, the delivery and performance periods are extended or the delivery or performance deadlines are delayed by the period of the hindrance plus an appropriate start-up period. If acceptance of the delivery or service cannot be reasonably expected of the Customer as a result of the delay, the Customer may withdraw from the contract by immediate written declaration to the Seller.

(5) The Seller is only entitled to make partial deliveries if

- the partial delivery can be used by the Customer within the scope of the contractual purpose,
- the delivery of the remaining ordered goods is guaranteed, and
- the Customer does not incur any significant additional costs or expenses (unless the Seller declares his willingness to bear these costs).

(6) If the Seller is in default with a delivery or service or if the Seller is unable to render a delivery or service, regardless of the reason, the Seller's liability will be limited to damages in accordance with Section 8 of these General Terms and Conditions of Delivery.

5. Place of Performance, Shipment, Packaging, Transfer of Risk, Acceptance

(1) The place of performance for all obligations arising from the contractual

relationship shall be the registered office of the Seller, unless otherwise specified. If the Seller also owes the installation, the place of performance is the place where the installation is to take place.

(2) The mode of shipment and packaging is at the Seller's due discretion.

(3) The risk shall pass to the Customer at the latest when the delivery item is handed over (whereby the beginning of the loading process shall be decisive) to the forwarding agent, carrier or other third party that is commissioned to carry out the shipment. This also applies if partial deliveries are made or if the Seller has undertaken other services (e.g. shipment or installation). If shipment or handover is delayed as a result of circumstances for which the Customer is responsible, the risk shall pass to the Customer from the day on which the delivery item is ready for dispatch and the Seller has notified the Customer accordingly.

(4) Any storage costs incurred after the risk has been transferred shall be borne by the Customer. If storage has been arranged by the Seller, the costs will be 0.25% of the invoice amount of the objects of delivery per expired week for the goods to be stored. We reserve the right to assert and prove additional or lower storage costs.

(5) The Seller will take out insurance of the consignment against theft, breakage, transport, fire and water damage or other insurable risks only at the express request of the Customer and at the Customer's expense.

(6) In so far as acceptance is to take place, the object of purchase shall be deemed accepted if

1. • the delivery and, if the Seller also owes the installation, also the installation has been completed,
2. • the Seller has informed the Customer of this with reference to the fictitious acceptance in accordance with this Section 5 (6) and has requested the Customer to accept the goods,
3. • twelve working days have elapsed since delivery or installation or the Customer has begun using the purchased item (e.g. the delivered system has been commissioned) and in this case six working days have elapsed since delivery or installation, and
4. • the Customer has not performed acceptance within this period for a reason other than a defect notified to the Seller that makes the use of the object of sale impossible or significantly impairs it.

6. Warranty, Material Defect

(1) The warranty period is one year from the date of delivery of the goods or services or, if acceptance is required, one year from the date of acceptance. This period shall not apply to Customer's claims for damages arising from injury to life, limb or health or from intentional or grossly negligent breaches of duty by the Seller or its vicarious agents, which shall in each case become statute-

barred in accordance with the statutory provisions.

(2) The delivered goods must be carefully inspected immediately after delivery to the Customer or to the third party designated by him. If the Seller does not receive a written notification of defect within seven working days of delivery, obvious defects or other defects which would have been detected during an immediate, careful inspection are deemed to have been approved by the Buyer. With regard to other defects, the objects of delivery are deemed to have been approved by the Buyer if the Seller does not receive the notification of defect within seven working days of the time at which the defect became apparent; if the defect was already visible to the Customer at an earlier point in time under normal use, this earlier point in time shall be decisive for the commencement of the notification period. A delivery item which is the subject of a complaint shall be returned to the Seller carriage paid, if requested by the Seller. If the notification of defect is justified, the Seller shall reimburse the cost of the most economical shipping route and method. This shall not apply to additional shipping costs caused by the fact that the delivery item is located at a location other than the location of the intended use.

(3) Should the delivered goods have material defects, the Seller is obliged and entitled to either remedy the defect or make a replacement delivery within a reasonable period of time. If the repair or replacement fails due to impossibility, unreasonableness, refusal or unreasonable delay of the rectification or replacement delivery, the Customer has the right to withdraw from the contract or to reduce the purchase price accordingly.

(4) If a defect is due to fault of the Seller, the Customer is entitled to claim damages under the conditions specified in Section 8.

(5) In the event of defects in components of other manufacturers which the Seller cannot remedy for licensing or actual reasons, the Seller shall, at his discretion, assert his warranty claims against the manufacturers and suppliers for the account of the Customer or assign them to the Customer. Warranty claims against the Seller for defects of this kind only exist according to the other conditions and in accordance with these General Terms and Conditions of Delivery if the judicial enforcement of the aforementioned claims against the manufacturer and supplier was unsuccessful or is futile, for example due to insolvency. During the duration of the legal dispute, the statute of limitations in respect of the relevant warranty claims of the Customer against the Seller shall be suspended.

(6) The warranty does not apply if the Customer changes the delivery item or has it changed by a third party without the consent of the Seller, and correction of the defect is thereby made impossible or unreasonably difficult. In any case, the Customer shall bear the additional costs of remedying the defect incurred as a result of the change.

(7) If delivery of used objects has been agreed with the Customer in an individual case, this shall be effected subject to the exclusion of any warranty for material defects.

7. Property Rights

(1) The Seller warrants in accordance with this Section 7 that the delivery item is free from industrial property rights or copyrights of third parties. Each contracting party shall immediately notify the other contracting party in writing if claims are asserted against it due to the infringement of such rights.

(2) If the delivery item violates any industrial property right or copyright of a third party, the Seller shall, at his discretion and expense, modify or replace the delivery item in such a way that it no longer violates any third party right but still continues to fulfil the contractually agreed functions, or the Seller shall obtain the right of use for the Customer by concluding a license agreement. If the Seller fails to do so within a reasonable period of time, the Customer shall be entitled to withdraw from the contract or to reduce the purchase price accordingly. Any claims for damages by the Customer shall be subject to the restrictions of Section 8 of these General Terms and Conditions of Delivery.

(3) In the event of right violations by products of other manufacturers supplied by the Seller, the Seller shall, at his choice, assert his claims against the manufacturers and upstream suppliers for the account of the Customer or assign them to the Customer. In these cases, claims against the Seller with regard to such cases under the conditions as defined in this Section 7 shall only apply if the judicial enforcement of the aforementioned claims against the manufacturers and upstream suppliers was unsuccessful or, for example due to insolvency, has no prospect of success.

8. Liability for Damages Caused by Fault

(1) The Seller's liability for damages, irrespective of the legal grounds, in particular due to impossibility, delay, defective or incorrect delivery, breach of contract, breach of duties during contract negotiations and unlawful act, shall be limited in accordance with the provisions of this Section 8 to the extent that this is due to fault.

(2) The Seller shall not be liable in the event of simple negligence on the part of its executive bodies, legal representatives, employees or other vicarious agents, unless this negligence represents a breach of essential contractual obligations. Essential to the contract are the obligation to deliver and install the delivery item on time, its freedom from defects of title and material defects that impair its operability or fitness for use more than insignificantly, as well as consulting, protection and care obligations that are intended to enable the Customer to use the delivery item in accordance with the contract or to protect the life and limb of the Customer's personnel or to protect the Customer's property against considerable damage.

(3) In so far as the Seller is liable for damages on the merits pursuant to Section 8 (2), this liability shall be limited to damages which the Seller foresaw at the time of conclusion of the contract as a possible consequence of a breach of contract or which the Seller should have foreseen if he had exercised customary care. Indirect damage and consequential damage resulting from defects of the delivery item shall also only be eligible for compensation if such damages are typically to be expected when the delivery item is used as intended.

(4) In the event of liability for simple negligence, the Seller's obligation to pay damages for property and other financial losses resulting therefrom shall be limited to an amount of EUR 100.00 per case of damage (corresponding to the current sum insured under his product liability insurance or liability insurance), even if this is a breach of essential contractual obligations.

(5) The exclusions and limitations of liability described above shall apply to the same extent to the benefit of the Seller's executive bodies, legal representatives, employees and other vicarious agents.

(6) In so far as the Seller provides technical information or acts in an advisory capacity and this information or advice is not part of the contractually agreed scope of services owed by him, this shall be done free of charge and to the exclusion of any liability.

(7) The limitations of this Section 8 shall not apply to the Seller's liability for intentional conduct, for guaranteed characteristics, for injury to life, limb or health or in accordance with the Product Liability Act.

9. Reservation of Ownership

The delivered goods shall remain the property of the Seller in proportion to their value, even in processed condition, until all claims arising from the business relationship have been settled. The Customer is entitled to sell, process or install the goods within the scope of his regular business transactions. Any processing of the goods subject to the reservation of ownership shall be carried out on behalf of the Seller. If the goods are resold by the Customer, also when this is done in processed condition or processed with other objects, the Customer hereby assigns to the Seller his future claims against his customers arising from the purchase price in full or in case the goods are processed or combined in proportion of the value of the delivered goods. The Customer shall be permitted to collect the assigned claim within the framework of proper business operations. The Customer is obliged to inform the Seller of the address of the third party upon request. The Seller is entitled to disclose the assignment of the claim to the third-party debtor.

If the value of the securities existing for the Seller exceeds the Seller's claim by more than 20 percent, the Seller is obliged to release securities of the Seller's choice at the Customer's request. Goods subject to reservation of ownership shall be stored by the Customer for the Seller free of charge with the diligence of a prudent businessman.

10. Final Provisions

(1) If the Customer is a businessman, legal entity under public law or special assets under public law or if there is no general court of jurisdiction in the Federal Republic of Germany, the exclusive court of jurisdiction for all disputes that may arise from the business relationship between the Seller and the Customer shall be Bad Homburg or the registered office of the Customer, according to the Seller's choice. However, Bad Homburg shall be the exclusive place of jurisdiction for legal actions against the Seller. The binding statutory provisions on exclusive courts of jurisdiction are unaffected by this provision.

(2) The contractual relationship between the Seller and the Customer shall be governed exclusively by the laws of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) shall not apply.

(3) Should any provision of the contract or of these General Terms and Condition of Delivery be found to contain loopholes, those legally effective provisions shall be deemed to have been agreed to fill these loopholes which the contracting parties would have agreed in accordance with the economic objectives of the contract and the purpose of these General Terms of Delivery had they been aware of the loophole.

Note:

The Customer acknowledges that the Seller stores data from the contractual relationship in accordance with Section 28 of the Federal Data Protection Act for the purpose of data processing and reserves the right to transfer the data to third parties (e.g. insurance companies) in so far as this is necessary for the fulfilment of the contract.