

# General Terms and Conditions of Sale and Delivery of ASSYX GmbH & CO. KG

## I. Scope

1. Our sales, deliveries and performances (collectively referred to hereinafter as "deliveries") shall be subject to the following Terms and Conditions. They shall apply to merchants, legal entities subject to public law and trustees of public funds (collectively referred to hereinafter as customer). In taking receipt of the delivery the customer declares that he accepts that these Terms and Conditions shall apply exclusively, and that this shall apply to all subsequent business transactions as well. We shall not accept any terms and conditions which contradict or deviate from these Terms and Conditions. Our Terms and Conditions shall also apply even if we complete orders, without reservation, while being aware of terms and conditions of the customer which contradict or deviate from our Terms and Conditions.
2. We reserve the right to amend our Terms and Conditions from time to time. The customer agrees to accept that all amended Terms and Conditions shall apply exclusively if the customer does not reject within four weeks after receipt.

## II. Offer, Specimens, Guarantees, Conclusion of Contract

1. In terms of price, quantity, delivery date and delivery availability our offers are made without obligation.
2. The information contained in data sheets, brochures and other types of advertising material and information material are for guidance purposes only and shall only become binding parts of the contract if this has been expressly agreed to by us in writing.
3. Properties of specimens and samples shall only be binding if this has been expressly agreed.
4. Specifications relating to properties and durability shall only be deemed to be guarantees if expressly described as such. The same shall also apply to the assumption of a procurement risk.
5. The contract shall only become binding for us when we have issued the written order confirmation. All verbal agreements must be confirmed by us in writing.

## III. Deliveries and Performances

1. Our written order confirmation shall provide the authoritative basis for the type and scope of delivery. We shall be entitled to make part deliveries if they are not an unreasonable burden for the customer.
2. All delivery deadlines shall be non-binding only, unless it is expressly agreed in writing that they are binding. The time for delivery shall begin with the dispatch of our order confirmation, but shall not start before all relevant issues concerned with action to be undertaken by the customer in relation to the execution of the contract have been clarified.

3. The delivery deadline shall be deemed to have been complied with if the object of performance has left our plant by the time the deadline has been reached or we have provided notice of readiness for delivery by that time.
4. In the event of any cases of force majeure, strikes, lockouts, insufficient supplies of raw materials, resources or energy, lack of transportation and other similar circumstances or causes beyond our control, we shall be exonerated for the period and scope of such obstacles from our obligations to fulfill the contract. This shall also apply if such circumstances are experienced by our suppliers. The aforementioned circumstances shall also be deemed to be beyond our control if they should occur during a delay which has already started otherwise. However, we undertake to immediately notify the customer of the beginning and end of any such event in all important cases. Where delivery should become impossible as a consequence of the aforementioned events or circumstances, we shall be freed from our obligation to deliver. Any claims for damages in relation to such cases shall be expressly precluded.

## IV. Transfer of Risk, Retention of Ownership

1. We shall make the components available to the customer, ex factory and unpacked, to be picked up by the customer in accordance with the time schedule. Any deviation from the above provision shall be agreed to in writing by both parties. We are to be remunerated for all costs arising out of or in connection with the above.
2. The risk of the accidental loss of, destruction of or damage to the components shall pass to the customer at the time when the components are made available ex factory. The risk shall pass to the customer at the latest at the time the components are dispatched to the customer, and this shall also apply even if we have undertaken additional performances such as loading, transportation or unloading. Where there should be a delay in delivery as a result of circumstances caused by the customer, the price risk shall pass to the customer on the day that notice is given of readiness for delivery. If requested by the customer we shall insure the delivery concerned against theft, breakage and damage caused in transit or by fire or water.
3. The purchase price for the components to be supplied by us shall become due for payment once the risk has been passed.
4. We shall retain ownership of all delivered goods until the customer has fulfilled in full all current and future obligations to us arising out of or in connection with our business relationship. This shall also apply where payments are to be made in relation to specially designated accounts receivable. In the case of ongoing accounts the conditional commodities shall be deemed to be security for the claim for the balance of the account. The reservation of ownership shall not affect the transfer of risk.
5. The customer shall be entitled to resell the conditional commodities within the scope of normal business unless we revoke that right, which we shall be entitled to do at any time and without any special reason. He shall not be entitled to assign the

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supplied goods by way of security to third parties. The customer shall advise us immediately of any attachments, seizures or other orders by third parties and advise such third parties of our ownership.

6. The customer shall also arrange, at his own expense, for appropriate insurance cover for the conditional commodities to cover the normal kinds of risks, in particular fire, theft and water damage, and to handle them with care and to store them in a proper manner. He shall furnish us with relevant proof of the above on request.
7. Where the customer is in breach of contract, in particular if the customer is in default of payment, we shall be entitled to demand the return of the goods and the customer shall be required to return the goods. In such an event we shall be entitled to enter the premises of the customer in order to execute the aforementioned rights. The customer shall bear the costs of the recovery of the goods.
8. We shall be entitled to rescind the contract and demand the immediate return of the goods delivered by us if the customer institutes bankruptcy proceedings.

5. The customer shall inform us immediately of all notices of defects received by the customer from his customers in respect of our objects of delivery. Where the customer fails to comply with this duty, he shall not be entitled to any claims for damages in respect of defects, and this also precludes claims for compensation for costs in accordance with Section 478 of the German Civil Code (BGB). In addition, the customer shall have a duty to secure proof in suitable form and grant us the opportunity to check that proof on request. We shall accept no claims for liability for defects associated with any advertising statements made by the customer to his customers or contained in his advertising material which have not been authorized by us in advance.
6. All claims for damages shall be subject to a limitation period of 1 year after the transfer of risk.
7. No further liability for claims for damages over and above that set out in the aforementioned provisions shall be accepted, regardless of the legal ground for the claim.
8. The aforementioned limitations to liability also apply, both in terms of reason and extent, to our statutory representatives, employees and other persons employed in performing an obligation and/or vicarious agents.

### V. Warranty, Rights in Case of Defects

1. No claims for damages shall be accepted if the handling instructions are not precisely complied with. The plastic-covered components supplied by us are designed in accordance with German standards and the rules of the VDE (Association of German Electrotechnical Engineers). Where we deliver our components to countries in which other standards apply, we shall not accept any liability for compliance with such standards.
2. In the event that the components supplied by us should have any defects, we shall be entitled, within the framework of effecting remedial performance, to choose between repair and replacement. If we choose repair, we shall be entitled to make at least three attempts at repair. If becomes clear that repair has failed, the customer shall be entitled to reduce the purchase price or withdraw from the contract.
3. xxx a repair or a replacement a warranty period of one year shall apply from the date of dispatch or execution. At the same time, however, the warranty period for our original performance shall continue to apply until its end if applicable.
4. We shall accept liability without reservation in accordance with the Product Liability Law for all instances in which an express guarantee or procurement risk is provided and for all instances of intentional or grossly negligent breach of a duty. In addition, we shall also accept liability without reservation for culpable injury to life, body or health. We shall not accept any liability for damages to property or financial loss caused by ordinary negligence except in the case of a breach of material contractual duties, and in such a case the liability shall be restricted to damages which would have been foreseeable at the time the contract was concluded and would have been typical for the type of contract. In addition, we shall accept no liability for any indirect damages or any damages occurring on anything other than the object of delivery itself.

### VI. Contract Price, Terms of Payments

1. The prices do not include statutory Value Added Tax, outer packaging and costs of delivery (ex factory).
2. The contract price shall be paid in accordance with the payment schedule or in accordance with agreement included with the order confirmation. As a general rule,  
30% is to be paid as a prepayment,  
70% is to be paid upon notification of readiness for delivery.
3. Where the contractual date for delivery is any later than 6 months after the date the contract is agreed, we shall be entitled to adjust the price to account for any changes in the meant time of the cost of raw materials, energy and wages.
4. We shall commence delivery of the performances that we owe in accordance with the contract once we have received the first prepayment or the payments set out in the payment schedule. Any delay in payment from the customer shall result in the time schedule being amended accordingly and we shall also be entitled to renegotiate the price if considered necessary.
5. For the purposes of compliance with payment deadlines, the receipt of payment in our accounts shall be definitive. Any charges arising shall be paid by the customer.
6. We shall have no obligation to fulfill the contract for as long as the customer fails to fulfill his obligations in accordance with agreements arising out of or in connection with other contracts with us, especially in relation to invoices due for payment.
7. We shall be entitled to execute outstanding deliveries in exchange for payment in advance only or to make them subject to the provision of security, if the customer should be in delay on

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agreed deadlines for payment even after the expiry of a reasonable extension, or if circumstances should come to our attention which, having regard to normal banking standards, should cast doubt on the ability of the customer to pay.

8. The customer shall only be entitled to offset or enforce a right of retention in the case of recognized counterclaims or counterclaims recognized by a declaratory judgement.

### VII. Applicable Law

All legal relationships between the parties shall be subject to the law of the Federal Republic of Germany – to the exclusion of the UN Law on the Sale of Goods.

### VIII. Place of Jurisdiction, Place of Fulfillment

1. The court of law responsible for the registered place of business of our company shall be the place of jurisdiction for all obligations arising out of or in connection with this contract. The place of fulfillment shall be Andernach.
2. However, we shall also be entitled to pursue legal proceedings against the customer at his general place of jurisdiction.

### IX. Dimensions, Weights and Technical Properties

1. The color of the boards is dependent on the deliveries of the raw material polyurethane. The natural color of polyurethane is beige. However, the color may change under the influence of the sun. The influence of the sun has no effect on the physical and chemical characteristics of the materials.
2. All weights and deflection values are theoretical calculations. All such information is therefore non-binding. No liability shall therefore be accepted.

### X. General Provisions

1. All amendments and supplements to this contract, including any amendment to or dispensation with this requirement as to form, must be made in writing in order to become binding, unless stricter requirements as to form are stipulated.
2. These General Terms and Conditions of Sale and Delivery, including all appendices (handling instructions), shall replace all previous agreements between the parties in respect of the subject of the contract.

3. Where the requirement for the fulfillment of any provision by one of the parties is waived, this shall in no respect affect the right of that party to demand fulfillment from the other party and shall not constitute a waiver of the assertion of the provision concerned. Where one party waives the assertion of its rights in respect of a breach of the contract, this shall not constitute a waiver of the assertion of its rights in relation to a continuation of the breach or a subsequent later breach of the provision concerned.
4. We shall be entitled to process, store or circulate the data received in relation to the business relationship, under compliance with statutory regulations, where this is necessary for the purposes of the contract or to protect our legal rights and where there is no reason to believe that this is not permitted because of an overriding interest of the customer which warrants protection.
5. The invalidity or unenforceability of any provision in this contract shall not affect any of the other provisions in the contract.

The parties to the contract shall have an obligation to replace the invalid or unenforceable provision, be it in part or in whole, with a provision which comes as close as possible to the original commercial intentions of the parties to the contract and the purpose behind the invalid or unenforceable provision.

### XI. Addresses

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- Registered place of business: Andernach

General partner: MUK Verwaltungs-GmbH – HRB 20188  
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