

Terms of Service of AWASOL GmbH

1. General Terms

1.1 For the duration of the business relationship, for all deliveries and services of AWASOL the following provisions shall apply. Counter - confirmations by the Purchaser with reference to his / her terms of Business is contradicted.

1.2 The terms and conditions apply only to contractors and legal persons of the public Law or public-law fund.

2. Offers, orders

2.1 A legally binding contract shall not be accepted until the order has been confirmed in writing or by e-mail of the seller.

2.2 The Seller reserves the right to make technical changes in design, form and materials, Delivery times, as long as these changes are reasonable for the customer.

3. Delivery, dispatch, delivery time, delay

3.1 Deliveries shall be made ex stock Kirchhain, unless otherwise agreed, only the following shall apply: Incoterms 2010.

3.2 Delivery dates specified by the seller are only binding if they are expressly stated in writing agreed.

3.3 If the seller is in delivery or performance delay, the customer shall have a reasonable period of grace of at least 20 working days. If the seller does not deliver or deliver within this period of grace, then the customer is entitled to withdraw from the contract. Further claims of the customer are, except in the case of intent or gross negligence, excluded.

3.4 Delivery and performance delays due to force majeure, other unforeseen events or indecisive events (e.g., business disruption, strike, lack of transportation, governmental interventions, material supply or energy supply difficulties), even if they are Suppliers of the Seller. The Seller shall not be responsible for binding delivery dates. In these cases the Seller shall be entitled to either terminate the delivery date or the service charge for the duration of the delay can be prolonged or withdraw from the contract.

Compensation claims are in the case of higher violence and other unpredictable and indebted events not accepted.

4. Prices, terms of payment

4.1 All prices are ex works or warehouse plus freight and packaging costs. The following apply in each case at the time of signing the contract. For call orders and other contracts with the list prices valid on the day of delivery shall apply.

4.2. Changes in the price basis between contract conclusion and delivery (e.g.

Raw material prices, wage increases), the seller is entitled to charge the price according to the amount of the increase.

4.3 Prices are net prices, plus the applicable statutory value-added tax. Unless otherwise stated, the costs for recycling, recycling or disposal under the EC Directive 2002/95 / EC (WEEE) and the Act on the placing on the market, the withdrawal and the environmentally acceptable disposal of electrical and electronic equipment (ElektroG) are not included in the price.

4.4 A set-off is only possible in the case of undisputed or legally binding counterclaims of the customer. The customer is only entitled to withholding rights if he is on the same contractual relationship and are recognized or validated.

4.5 Checks will only be accepted by agreement.

4.6 If the customer is in arrears with payment or if there are reasonable doubts as to the ability to pay or creditworthiness of the customer, the seller is - without prejudice to his other rights - authorized to make advance payments or deliveries for goods or services not yet carried out. And all claims arising from the business relationship are due immediately

deliver. The seller's obligations to pay shall be suspended as long as the customer is in default with a due payment.

4.7 If an annual bonus has been agreed, the bonus bill shall be the invoice net fees of the deliveries of the relevant financial year, net of any credit notes type during this financial year.

5. Transfer of risk

The risk shall pass to the purchaser with the transfer of the goods in the factory or warehouse from the seller.

As soon as the consignment has been handed over to the person carrying out the transport or has left the factory or warehouse of the seller for the purpose of dispatch. Will be shipping on demand or due to fault on the part of the customer, the risk is transferred with the message of the customer readiness for shipment.

6. Delay in acceptance, default of acceptance delay

If the customer does not withdraw the goods despite a reminder and setting a reasonable deadline, without having a right to refuse acceptance, the seller is entitled to claim damages in 25% of the purchase price of the non-accepted product. The assertion of a higher loss as well as the detection of missing or significantly lower damage on the other hand.

7. Cancellation

The conditions for the cancellation of contracts must be agreed in writing.

8. Texture, goodness and dimensions

Quality and dimensions are determined exclusively according to the contractual

specifications and do not follow the public statements of the seller or third parties.

9. Software

9.1 The customer shall be granted the non-exclusive, non-transferable right of use on the software. He may not reproduce the Software without the prior written consent of the seller, or make it accessible to third parties.

9.2 All rights, in particular copyrights to the software remain with the seller.

9.3 In the case of a software error, the seller is not liable for an unreasonable error correction. The remaining terms and conditions shall remain unaffected

Limitation of liability pursuant to section 14.

10. Reservation of title

10.1 Business connection clause / current account reservation

The seller reserves the title of the goods until all claims of the seller against the purchaser from the business relationship have been paid. This also applies, if individual or all claims of the seller have been included in a current account and the balance has been drawn.

10.2 Extended retention of title

10.2.1 Manufacturer's, processing clause

Processing or conversion of the delivered goods is accepted by the customer for the seller.

This does not imply any obligations on the seller. The seller becomes the owner of the processed or reworked product. If the new product is made of different materials reserved proprietors who delivered their goods under extended retention of title, the seller acquires a co-ownership share on the new product. This proportion corresponds to the ratio of the values of the prolonged ownership of the goods.

10.2.2 Advance assignment

10.2.2.1 If the customer counters the goods to a customer, it shall count for the proper course of business to sell and / or to integrate into the latter, the purchaser shall enter into the contract with the conclusion of the purchase contract between the seller and the buyer all claims to the seller from the resale / installation against its customers. This also applies if the reserved goods after processing and / or connection with items, which are exclusively Owned by the Purchaser.

10.3 As long as the retention of title exists, the purchaser shall not be entitled to deliver the goods, to pledge, to surrender to security or to leave to other persons.

10.4 The purchaser shall not be entitled to set off any additional claims, as long as the counterclaim has not been legally established or recognized.

10.5 In the case of a delay in payment of the customer, the application for the opening of insolvency proceedings over his assets or the transfer of the business of the purchaser to third parties, the Seller is entitled to withdraw the reserved goods and for this purpose to enter the business rooms of the customer. The withdrawal

shall only constitute a withdrawal from the contract if the Seller stated this in writing. After redemption, the seller is authorized to exploit, whereby the proceeds on the liabilities of the Purchaser minus appropriate costs of realization to be accounted for.

11. Disposal of old equipment

Regarding legal obligations under the EC Directive 2002/95 / EC (WEEE) and the ElektroG the following applies:

11.1 The customer assumes the obligation to deliver the delivered goods to their own account after termination of use dispose of properly in accordance with legal requirements. The Purchaser shall provide the Seller from the obligations pursuant to § 10 (2) ElektroG (manufacturers obligation to take back) and related claims of third parties.

11.2 The seller can withdraw the delivered goods after the end of use, in one`s own discretion, at the expense of the customer, and then dispose properly.

11.3 The Purchaser shall contractually agree to third parties to whom the goods are delivered, that the goods after termination of the contract at their expense in accordance with the statutory provisions to dispose the product properly and to ensure that the product is re-distributed to impose a further obligation.

If the purchaser fails to do so, third parties to whom he supplies the delivered goods, to contractually undertake to take over the obligation to dispose of and to make a further commitment, the buyer is obliged to pay the goods delivered at the customer's expense after termination of the contract and dispose of them properly according to legal regulations.

11.4 The Seller's claim for acceptance / exemption by the Purchaser is not statutory expiry before two years after the final termination of the use of the device.

12. Notification of defects, rights of the purchaser in case of defects

12.1 The Purchaser has to inspect the received goods immediately upon arrival of defects, quality and guaranteed properties. Obvious defects have to be claimed within 10 working days after receipt of the delivery, hidden defects within 10 business days after discovery by written claim to the Seller. Otherwise the delivery is been considered as approved.

12.2 The customer can only assert the following rights if the seller within the time limit has been notified in writing of the defect and the goods have been sent to him immediately upon request free of charge. If the complaint is deemed to be justified in such a case, the seller bears the cost of the most cost-effective return shipment.

12.3 In the case of justified and timely notification of defects, subsequent performance shall be at the Seller's discretion by repair or replacement. In case of defect the Seller decides,

whether it is done by repair or replacement of defective parts.

12.4 The Seller is entitled to twofold supplementary performance. In case of failure

of the second supplement performance, the customer may, at his option, withdraw from the contract or reduce remuneration.

12.5 In the case of unauthorized complaints, which have caused an extensive inspection, the costs of the inspection can be invoiced to the Purchaser.

12.6 The limitation period for claims for defects shall be two years from the transfer of risk.

12.7 The Seller is not liable for public statements in his advertisement or advertisement of third party, if and insofar as the Purchaser cannot prove that the advertising statements his Purchase decision that the seller knew and had to know the utterances if the statements had already been corrected at the time of the purchase decision.

12.8 All claims for defects are excluded if the goods are contrary to the operating instructions or instructions of the seller or otherwise improperly installed, used or stored or not used in accordance with the contract if the maintenance prescribed in the operating instructions is not carried out. Or if, without the consent of the Seller, the Purchaser or third parties at the goods or parts thereof, changes or modifications shall be made, unless the Buyer shall prove that these circumstances are not the cause for the defect reported.

12.9 The customer's claims for reimbursement of expenses shall be limited to a lump sum for the transport and travel costs, labour costs and material costs. This also applies in the case of a recourse claim of the Buyer against the Seller. The fixed costs may be charged to the order of the seller from the seller.

12.11 By trading used goods, second-choice goods as well as in the sale of substandard goods and on sale "as inspected" any liability for material defects is excluded.

The same applies to the sale of prototypes.

13. Returns

13.1 The return of devices or goods of any kind, i.e. returns for credit, repairs and complaints, must be agreed by granting a return number.

In the absence of the return code, which must be visible on the package, the acceptance may be refused, or the goods may be returned at the expense of the customer. The Buyer shall bear the costs for packaging and freight as well as the expenses incurred by the vendor to process the return and the returned goods.

13.2 A return for the crediting of equipment and goods of all kinds is in principle excluded.

If the items have already been installed or used or if they are no longer used Seller's current sales program according to the currently valid price list, or If their production / delivery dates more than 12 months. There will be a management fee in the amount of 10% of the goods value.

13.3 Goods sent free of charge for repair are checked and, if necessary, repaired. The buyer commits himself to pay the repair costs. The cost estimate is provided

only on prior request. The return of repaired or unrepaired goods is charged.

14. Limitation of Liability

14.1 Claims for damages and reimbursement ("damages claims") irrespective of the nature of the breach of duty and including unlawful acts, are excluded, unless intentional or grossly negligent action occurs.

14.2 In case of violation of essential contractual obligations the seller is liable for any negligence, but only up to the amount of the contract-typical and foreseeable damage. Claims on loss of profit as well as other indirect and consequential damages in this case are excluded.

14.3 The liability limitations and exclusions in paragraphs 1 and 2 do not apply to damages from injury to life, body or health, for claims due to malicious behaviour of the seller or in case of liability for guaranteed quality characteristics.

15. Final provisions

15.1 Unless otherwise agreed in writing, these terms and conditions shall prevail the entire agreement between Seller and the Purchaser.

15.2 Information on the products, technology and processes that the customer has received within the framework of the business relations to the seller, he has to keep secret, unless these are generally known or the spreading is authorized by the seller. In case of violation, the Purchaser shall be obliged to replace the injury to the Seller. In addition, he has to pay a contractual penalty of 10000.- €.

15.3 The legal relationship between the seller and the purchaser shall apply both to the seller as well as for the execution of the contract, German law under exclusion of the UN-council.

15.4 Place of performance for all obligations arising from the contractual relationship shall be the respective warehouse or delivery warehouse of the seller. The court of jurisdiction for all disputes is the place of business of the seller. However, reserves the right, instead, to apply for the seat of the Customer in general competent court.

15.5 Should any provision of these General Terms and Conditions be invalid, thereby not affecting the effectiveness of the remaining provisions.

AWASOL GmbH – Eichholz 3, 35091 Cölbe, Germany - info@awasol.com

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