

General Terms and Conditions of Acceed GmbH

Article 1 – Scope

(1) The following General Terms and Conditions (GTC) shall be applicable to all agreements, deliveries and other services in business relations between us – Acceed GmbH – and our customers, if they are an entrepreneur within the meaning of article 14 German Civil Code (BGB), a judicial person under public law or special corporation under public law.

(2) Our GTC shall apply exclusively. Any deviating, opposing or supplementary GTC of the customer shall only form part of the contract if we have explicitly agreed to this. This requirement of consent shall apply in any case, for example also if, while being familiar with the customer's GTC, we provide services, which are the subject of this agreement, to the customer without any reservations. Individual agreements made with the customer in individual cases (including ancillary agreements, supplements and amendments) shall supersede these GTC. The contents of any such individual agreements – subject to the contrary evidence – shall be governed by a corresponding written agreement or our written consent.

(3) All legally relevant declarations and announcements that are to be made to us by the customer after conclusion of the contract such as setting deadlines, notice of defects, declaration of rescission or reduced payment shall not be deemed effective unless formulated in writing.

(4) References to the validity of statutory provisions in these GTC only have a clarifying effect. The statutory provisions shall also apply even without such clarification unless these are directly amended or expressly excluded in our GTC.

Article 2 – Offer and conclusion of contract

(1) Our offers, e.g. accessible at our website, are subject to change and non-binding.

(2) The customer's order of the goods shall be deemed to constitute a binding offer to enter into a contract. Unless otherwise stated in the order, the customer shall be bound to the offer for 14 days. Declaration of acceptance of the customer's offer to enter into an agreement shall take place by delivering the goods or by explicit declaration of acceptance, e.g. by an order confirmation via e-mail.

Article 3 – Delivery, shipping, transfer of risk and delay

(1) If a binding delivery date has not been agreed, we are entitled to determine this at our reasonable discretion. § 315 German Civil Code (BGB) applies insofar. This applies in particular in such cases in which we must first order the contractual goods from upstream suppliers. The delivery shall be made from the warehouse Acceed GmbH in Düsseldorf, which is also the place of performance.

- (2) At the customer's request, we shall dispatch the goods to a different destination (sale by delivery to a place other than the place of performance). Subject to a separate agreement, the method of dispatch (particularly packaging, transport providers and type of dispatch) shall be determined by us.
- (3) The risk of accidental loss or accidental deterioration of the goods shall pass to the customer at the time of handover to the customer, at the latest. In the case of sale to a destination other than the place of performance according to customer's instructions (see article 3 (2)), however, the risk of accidental loss and accidental deterioration of the goods as well as the risk of delay shall be transferred to the customer upon handover of the goods to the transport agent or company.
- (4) If adherence to an agreed delivery date is not possible for us, the customer shall give us an appropriate extended deadline of a minimum of two weeks. In all other respects, the start of a delay in delivery on our part shall be determined by statutory provisions.
- (5) If the customer defaults acceptance, fails to act in cooperation or delays our delivery for any other reason for which he is responsible, we shall be entitled to demand compensation for the resulting damage including additional expenditures. This shall include storage of the goods at the cost and risk of the customer.
- (6) Partial deliveries are permitted as far as this is reasonable for the customer.

Article 4 – Prices and payment

- (1) Our current prices (ex warehouse) in effect at the time of signature shall apply, plus any statutory VAT.
- (2) In the case of shipment of goods, the customer shall carry any costs for packaging and transport. Goods can be insured at the explicit request and cost of the customer. In line with the German Packaging Ordinance we do not take back any transport packaging or other packaging, which shall become the property of the customer. Any duties, taxes, fees and other public charges shall be borne by the customer.
- (3) Unless agreed otherwise, the purchase price shall be payable within 14 days after receipt of invoice and delivery of the goods.
- (4) The customer defaults on the expiration of the payment deadline. For the duration of the default, interest shall be charged on the purchase price at the applicable statutory default interest rate. We reserve the right to higher damage claims for default. Insofar as the customer is a merchant within the meaning of the German Commercial Code (HGB), our claim to the commercial due date remains unaffected in accordance with § 353 HGB.
- (5) The customer is only entitled to offset and retention rights if their counter claims have been legally determined or have been acknowledged by us. In cases of claims for defects in the purchased goods, the customer is entitled to retain a part of their service appropriate in relation to the defect.

(6) In accordance with the statutory provisions (article 321 German Civil Code) we are entitled to withhold performance and – after setting a deadline, where applicable – to rescind the contract if, following the conclusion of the contract, it becomes apparent that our claim to payment of the purchase price is threatened due to the customer's insufficient ability to pay.

Article 5 – Retention of title

(1) We shall retain title to the sold goods until receipt of payment in full of all our present and future claims arising from the contract of sale and the ongoing business relationship. This shall also apply if individual or all claims from us have been entered into an open account and the balance has been calculated and acknowledged.

(2) The customer is obliged to inform us immediately and in writing if and to what extent the delivered goods are seized or exposed to any interference by third parties. Until full payment has been effected, the customer may neither pledge the goods received under the reservation of title to a third party nor transfer them by way of security.

(3) If the customer commits a breach of contract or fails to pay the purchase price when due, we are entitled, in accordance with the statutory provisions, to rescind the contract and demand restitution of the goods by virtue of our retention of title. We will only assert these rights if we have previously set a reasonable deadline for the customer to pay the purchase price or if such a deadline is dispensable according to the legal provisions.

(4) The customer is entitled – until further notice in accordance with article 5 (7) – to resell and/or further process the goods subject to the retention of title in the ordinary course of business. The following provisions shall apply in addition.

(5) If our goods subject to the retention of title are processed, mixed or joined with other objects, the retention of title shall also extend to the newly created products at their full value. In this case, we shall be deemed the manufacturer without being obliged to do so. If third-party ownership rights persist after our goods have been processed, mixed or combined with goods of third parties, then we shall acquire co-ownership rights in proportion to the respective invoice values of the processed, mixed or combined goods. The same applies to the resulting products as to goods delivered under retention of title.

(6) If the goods subject to retention of title are sold on their own or together with goods which do not belong to us, the customer shall already now assign to us in full or in the amount of our co-ownership share in accordance with the preceding paragraph (5). We shall expressly accept this assignment. The obligations of the customer stated in article 5 (2) of these GTC shall also apply to the assigned claims.

(7) The customer shall be authorised – subject to cancellation at any time – to collect the assigned claims for us. Our rights to collect the claims shall remain unaffected. We commit ourselves not to collect the claim as long as the customer meets their payment obligations to us, there is no defect of their capacity and we do not assert the retention of title by exer-

cising a right under article 5 (3). However, if this is the case, we can demand that the customer notify us of the assigned claims and their debtors, provide all information necessary for collection, hand over the associated documents and notify the debtors (third parties) of the assignment. In this case, we are also entitled to revoke the customer's authority to resell and process the goods subject to retention of title.

(8) If the attainable value of security exceeds the value of the claims to be secured by more than 10%, the customer can demand the release of a corresponding share of the security rights at our discretion.

Article 6 – Warranty

(1) The customer's rights in cases of material defects or defects of title shall be regulated by the applicable statutory provisions, unless otherwise stipulated below. In any case, the special statutory provisions for final delivery of goods to a consumer (entrepreneur's recourse against the supplier as defined by articles 478 and 479 German Civil Code) shall remain unaffected.

(2) If agreements regarding the quality of the goods have been made between us and the customer, these form the basis of the liability for defects. Agreements about the quality of the goods shall include the product descriptions designated as such, e.g. accessible at our website. The same shall apply to other documents on products provided by us to the customer prior to their order, or those documents which are incorporated into the agreement in the same way as these GTC. Public statements made by the manufacturer or any other third parties shall, however, not be the subject of the agreed quality and we shall assume no liability for said statements.

(3) The precondition for all claims for defects is that the customer fully complies with their obligations to inspect the goods and give notice of any defects. They shall examine the goods immediately on receipt regarding quantity and quality. Obvious defects must be reported to us within 2 weeks by written notice. Timely dispatch of the notice is sufficient to meet the deadline. Regardless of their obligation to examine and give notice of defects, the customer must notify us in writing of obvious defects within two weeks, whereby the timely dispatch of the notification is also sufficient in this case. If an inspection and/or notice of defects is omitted, our warranty or liability shall be excluded.

(4) In cases of defectiveness of the object of purchase, we are entitled to choose whether our supplementary performance shall consist of eliminating the defect or supplying a replacement. Our right to refuse any supplementary performance in accordance with statutory provisions remains unaffected.

(5) We are entitled to make our obligation of supplementary performance conditional upon the customer's payment of the purchase price when due. The customer is entitled, however, to withhold a reasonable amount of the purchase price in proportion to the defect.

(6) If the customer identifies a defect, they must give us the time and opportunity necessary for us to perform our obligation of supplementary performance. This also includes the

obligation to hand over the item to us for closer inspection. If we opt for replacement, the customer must return the defective item to us.

(7) If a defect actually exists, we shall bear any necessary costs for the purpose of inspection and supplementary performance. This includes, for example, transport, travelling, labour and material costs. We shall be entitled to demand compensation from the customer for costs incurred due to the customer's unjustified demand for elimination of the defect.

(8) If we fail in any supplementary performance or if the appropriate deadline set by the customer to carry out the work has expired or if the supplementary performance is superfluous according to statutory law, the customer may reduce the purchase price or withdraw from the agreement. This is not applicable if the defect is insignificant.

(9) The customer's claims for damages or reimbursement of expenses incurred in vain shall be determined according to the following article 7 and are otherwise excluded.

Article 7 – Limitation of liability

(1) In the event of intentional and grossly negligent breach of duty, we shall be liable – for whatever legal reason – in accordance with the statutory provisions.

(2) In the event of ordinary negligence, we shall only be liable for damages caused by a breach of essential contractual obligations. Essential contractual obligations are such obligations whose fulfilment is an important prerequisite for proper performance of the contract and the fulfilment of which the party has regularly relied on and is entitled to rely on. In cases of a breach of essential contractual obligations, our liability for damages shall be limited to typically occurring damages foreseeable at the time of concluding the agreement.

(3) The limitation of liability according to article 7 (2) shall not apply in case of damages from injury to life, limb or health as well as claims in accordance with the German Product Liability Act, or if we have fraudulently concealed the defect or undertaken a guarantee for the quality of the goods.

(4) The aforementioned exclusions and limitations of liability shall apply to the same extent in favour of our bodies, legal representatives, staff and other vicarious agents.

Article 8 – Statute of limitations

(1) Notwithstanding § 438 para. 1 no. 3 BGB, the general limitation period for claims arising from material and legal defects is one year from the date of delivery. Insofar as acceptance has been agreed, the period of limitation begins with the acceptance.

(2) The above limitation periods of the purchase right also apply to contractual and non-contractual claims for damages of the customer, based on a defect of the goods, unless the application of the regular statutory limitation period (§§ 195, 199 BGB) would lead to a shorter limitation period in individual cases. Claims for damages of the customer with regard to damages resulting from injury to life, limb or health as well as according to the German

Product Liability Act shall become statute-barred exclusively after the statutory limitation periods.

(3) Further mandatory statutory limitation periods remain unaffected, in particular § 438 para. 1 no. 1, para. 3, §§ 444, 445b BGB.

Article 9 – Place of jurisdiction and applicable law

(1) For all disputes arising directly or indirectly from this contractual relationship, Düsseldorf shall be the exclusive place of jurisdiction, provided that the customer is an entrepreneur within the meaning of the German Commercial Code, a judicial person under public law or special corporation under public law.

(2) For these GTC and all legal relationships between the customer and us, the laws of the Federal Republic of Germany shall apply under the exclusion of the UN Sales Convention and the conflict of laws of international private law.

(3) In the event that all or part of any individual provisions should be or become ineffective, this shall not affect the effectiveness of the remaining provisions.

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