

General Terms of Sale (GTS) for Acceed GmbH

Article 1 - Scope

(1) The following General Terms of Sale (GTS) 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 GTS shall apply exclusively. Any deviating, opposing or supplementary GTS of the customer shall only form part of the contract, if we have explicitly agreed to this. This requirement of consent shall apply in all cases, for example also if, while being familiar with the customer's GTS, we provide services, which are the subject of this Agreement, to the customer without any reservations. Individual cases of agreements entered into with the customer (including ancillary agreements, supplements and amendments) shall supersede these GTS. The contents of any such individual agreement 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 statutory provisions are given for the sake of clarification only. The statutory provisions would be applicable even without such clarification, unless directly modified or expressly waived in these GTS.

Article 2 - Offer and completion

(1) Our offers, e.g. found at acceed.com, 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. 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 email.

(3) Regulations of article 312 g paragraph 1 sentence 1 numbers 1-3 and sentence 2 German Civil Code shall not apply.

Article 3 - Delivery, shipping, transfer of risk and default

(1) Deliveries and services by us shall take place at the latest within a time period of around 2 weeks after acceptance of the customer's offer, if another individual agreement was not explicitly made. 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 or accidental deterioration of the goods as well as the risk of delay shall pass to the transport agent or company as soon as the goods are handed over.

(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 it is responsible, we are 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) We reserve the right to make partial deliveries in a scope acceptable to the customer.

Article 4 - Prices and payment

(1) Our current prices 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.

(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.

(5) The customer is only entitled to offset and retention rights if its 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 its service appropriate in relation to the defect.

(6) We are entitled to withhold performance in accordance with the applicable statutory provisions and - after granting an additional time allowance, where applicable - to rescind the contract (article 321 German Civil Code) 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 of which has been calculated and acknowledged.

(2) The customer undertakes to inform us immediately and in writing, if and to what extent any the delivered goods are seized or exposed to any interference by a third party. Until 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.

(4) The customer is entitled to resell and/or further process the goods subject to the retention of title in the ordinary course of business.

(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. Without this resulting in an obligation for us, we shall in this case be deemed manufacturer. 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 principles as for goods delivered under the retention of title shall apply to the resulting products.

(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 today assign to us in full or in the amount of our co-ownership share in accordance with the preceding paragraph. We shall expressly accept this assignment. The obligations of the customer stated in article 5 paragraph 2 of these GTS 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. As long as the customer fulfils its payment obligations to us, the claims shall not be collected by us. The same shall apply as long as the customer does not default on payment, does not apply for insolvency proceedings to be opened and its performance is in no way compromised. At our request, the customer shall name the debtors of the assigned claim and all data required for the collection of the claim and must notify said debtors of such assignment. However, the customer shall also authorise us to carry out the notice of the assignment.

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. The choice of the security to be released shall be left to 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, liability for defects can solely be based on said agreements. Agreements about the quality of the goods shall include the descriptions on our internet site, acceed.com, designated as such. The same shall apply to other documents about the products we have provided to the customer before its orders, or those documents which in the same way as these GTS are incorporated into the agreement. Public statements made by the manufacturer or any other third parties shall not, however, be the subject of the agreed quality and we shall assume no liability for said statements.

(3) As a prerequisite for the customer's assertion of claims based on defects, the customer must fully meet its obligation to inspect the goods and give notice of any defects. It shall examine the goods immediately on receipt regarding quantity and quality. Obvious defects must be reported to us within 2 weeks by written notice. To comply with the notice period timely dispatch of notice is sufficient. The customer has 2 weeks to report any obvious defects in writing regardless of its inspection and reporting obligations, whereby also in this case the timely dispatch of notice is sufficient. If an inspection and/or notice of defect is omitted our guarantee or liability shall be excluded.

(4) In cases of defects in the delivery item, 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, it must give us the time and opportunity necessary for us to perform our obligation of supplementary performance. This also includes the obligation to relinquish the item to us for closer inspection. If we opt for replacement, the customer must return the defective item to us. If we were not originally under any obligation of installation, then we shall not undertake to either uninstall the defective item or install the new item during supplementary performance.

(7) If a defect actually exists, we shall bear any necessary costs for the purpose of necessary testing and supplementary performance. This includes, for example, transport, travelling, labour and material costs but not removal and installation costs. We are 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 period of time 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 general period of limitation for claims of defects in quality or title stands at 1 year from the delivery date. The statutory limitation period for any claims in rem for the restitution of property, in the event of fraud on our part and for claims of entrepreneur's recourse against the supplier on delivery to the consumer shall remain unaffected.

(10) 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 case of deliberate and gross breach of duty we shall be liable - for whatever legal reason - in accordance with the statutory provisions.

(2) In the case of ordinary negligence by our bodies, legal representatives, staff or other vicarious agents, we shall only be liable for damage 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 foreseeable, typically occurring damage on concluding the Agreement.

(3) The limitation of liability according to article 7 (2) shall not apply if it is a matter of injuries 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 of liability and limitations shall apply to the same extent in favour of our bodies, legal representatives, staff and other vicarious agents.

Article 8 - 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, if 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 GTS 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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