

## **General Terms and Conditions of Business for Spare Part Deliveries of FRITSCH GmbH**

### **1. Scope of application**

The General Terms and Conditions of Business for Spare Part Deliveries (hereinafter "GTC") shall apply to all business relations between FRITSCH GmbH and you, in particular for all offers, deliveries and services, if you are an entrepreneur (§ 14 German Civil Code (BGB)), a legal entity under public law or a special fund under public law within the meaning of § 310 (1) Sentence 1 BGB.

The GTC shall apply exclusively. Any deviating, opposing or supplementary GTC of the Customer shall not apply, even if we do not expressly reject them in individual cases.

Individual agreements reached with you in particular cases shall take precedence over these GTC in all cases. The content of such agreements must be set forth in a written contract or be confirmed in writing by us.

### **2. Conclusion of the contract**

All offers submitted by FRITSCH GmbH shall be subject to change and be non-binding unless they have been explicitly designated as being binding. With your order, you submit a binding offer to FRITSCH GmbH, which we may accept within seven working days of receipt. We shall confirm acceptance by sending an order confirmation by email or by delivering the ordered goods (hereinafter "Delivery Item(s)"). Beforehand, you shall receive confirmation of your purchase order by email to the email address that you specified (order acknowledgement), which, however, shall not represent acceptance of the offer, but rather serve as information on the receipt of the purchase order.

### **3. Saving the contractual text (this passage shall only apply when the order is made over the internet shop "Online Shop")**

We will store the contractual text of your purchase order. You can print this out before sending your purchase order to us by clicking on "print" in the final step of the purchase order. We will also send you an order acknowledgement as well as an order confirmation containing all of the purchase order data to the e-mail address that you specified.

### **4. Reservation of ownership**

FRITSCH GmbH shall reserve ownership over the delivery item(s) until all payments resulting from the supply contract have been received; in the event of ongoing business relations, until the all current and future receivables have been paid. You may neither pledge nor assign by way of security the delivery item currently subject to reservation of ownership. In the event of seizures or confiscations or other orders by third parties, you must immediately inform FRITSCH GmbH of said by registered post. The goods may only be sold in the normal course of business before they are paid in full. In the case of a bona fide sale, all claims against third parties resulting from the further sale shall be assigned to us at this point. We shall accept the assignment. Considering the assigned claim, the obligations specified in Section 4, Sentence 3 shall also apply. You shall have the irrevocable right to collect the claims which have been assigned to us fiducially in our name. If the realisable value of the securities exceeds our claims by more than 10%, we shall, at your request, release securities of our choice.

### **5. Prices, shipping costs**

Our prices are ex works excluding freight, shipping and packing costs. Sales tax at the applicable statutory rate shall be added to the prices within Germany. The costs for packaging, transport and insurance shall be clearly communicated to you before you submit your purchase order (contract request). The same shall apply if the installation of the spare part has also been agreed. Unless otherwise agreed, we reserve the right to choose the mode of transportation.

### **6. Express processing of parts that are in stock**

Purchase orders for parts which are in stock that will enter into service after 3.30 p.m. (Monday to Thursday) or after 1.00 p.m. (Friday) and must be shipped on the same day shall be invoiced with a lump sum express surcharge (excluding any incidental transport costs to a parcel service or costs for dispatch by courier). You will be informed of these costs before you submit your order.

### **7. Delivery terms**

Unless otherwise stated in the offer, we shall dispatch the goods within 2 days of receipt of payment. In the case of delivery against invoice or payment by direct debit, we shall dispatch the goods, unless otherwise specified in the offer, within 2 days of sending the order confirmation. Partial deliveries shall be permitted within reason. We shall only be liable for the timely and proper dispatch of the goods to the transport companies (sales shipment). The risk shall be transferred to you no later than at the time the supplied parts are dispatched, and also in the case of partial deliveries. Upon request, the delivery shall be insured at your cost against transport damages, theft and other insurable risks.

### **8. Payment terms**

Payment shall be made either as a prepayment through advanced bank transfer by invoice, direct debit or cash on delivery. We reserve the right to rule out individual payment types. If you choose to pay in advance, we shall inform you of our bank details in the order confirmation. The invoice sum must be paid onto our account within 7 days. You may only assert a right of retention if your claims result from the same contractual relationship or have been legally established as final and absolute, or are undisputed. You shall only have the right to set-off when your counterclaims have been legally established as final and absolute, are undisputed or have been accepted by us in writing.

### **9. Obligation of inspection and notification**

You must inspect the delivered products within 7 days of receipt with respect to their conformity with the contract and notify us of visible defects or those discovered at a later date. If you fail to carry out a proper inspection and / or notice of defects, we shall not be liable for the unnoticed defects.

- The returned parts shall contain a copy of the delivery note or the invoice as well as the completed return form. You receive the return form with the delivery note in every delivery.

## 10. Guarantee and liability

We guarantee within the scope of the statutory regulations that the goods are free of any defects which will nullify or reduce the value or the suitability of the goods for the customary or contractually foreseen use.

FRITSCH GmbH shall be fully liable under the provisions of the German Product Liability Act in cases of explicit assumption of a guarantee or procurement risk as well as cases involving an intentional or grossly negligent breach of duty. FRITSCH GmbH shall also be fully liable in the event of wilful or grossly negligent injury to life, body or health. With respect to material damage and financial loss caused by slight negligence, FRITSCH GmbH shall only be liable for the violation of such obligations, the fulfilment of which is a prerequisite for enabling the proper fulfilment of the contract in the first place, and upon which the Customer can reasonably depend ("essential contractual obligations"); however, limited to contract-typical damage foreseeable at the time that the contract was concluded.

In the case of a delay in delivery, FRITSCH GmbH's liability for negligence (with the exclusion of gross negligence) shall be limited to a sum of 10% of the respective purchase price (including sales tax). FRITSCH GmbH shall also not be liable for technical disruptions whose cause does not lie within the area of responsibility of FRITSCH GmbH, or for damage through force majeure (unforeseen circumstances and events occurring through no fault of our own that could not have been avoided with the due diligence customary for normal business transactions, e.g. industrial conflicts, war, fire, transport disruptions, shortage of raw materials, and official measures).

The above-mentioned limitations of liability shall apply equally in the event of dereliction of duty on the part of an agent or legal representative.

Insofar as replacement of the spare part has also been agreed in addition to the spare part delivery, FRITSCH GmbH shall be unable to assume any guarantee for uninterrupted availability of the data. FRITSCH GmbH shall have the right to a freely definable period of time for technical work in this regard.

## 11. Return deliveries of goods

If the subsequent performance has failed or a reasonable deadline which is to be set by you for the subsequent performance has expired or can be dispensed with under the statutory provisions, you may withdraw from the purchase agreement or reduce the purchase price. However, in the case of a minor defect, you shall have no right of withdrawal. If FRITSCH GmbH affords you a contractual right of withdrawal, a lump sum of EUR 25.00 shall principally be due to exercise said contractual right of withdrawal. The ordered spare parts shall only be taken back in the event of a contractual right of withdrawal under the following conditions:

- The parts are as new and in good condition. If the incoming goods inspection does not confirm this, the purchase price shall not be credited.
- Return shipment shall take place within 30 days of the date of invoice.

## 12. Limitation period

Any claims for defects shall become time-barred within 12 months of delivery. Insofar as acceptance is agreed, the time-barring shall begin upon acceptance. The aforementioned limitation periods shall not apply to limitation periods of the Product Liability Act. §§ 438 (1) no. 2, 3, and 634a (3) BGB shall also remain unaffected. In the case of claims for damages in accordance with Section 11 (2), the statutory limitation periods shall apply exclusively.

## 13. Choice of law, place of jurisdiction, miscellaneous

The law of the Federal Republic of Germany shall apply exclusively to the contractual relationship, excluding the conflict-of-law rules of international private law as well as the United Nations Convention on Contracts for the International Sale of Goods (UN Purchase Law). The exclusive place of jurisdiction for all disagreements arising from this contractual relationship shall be the registered office of FRITSCH GmbH.

Other agreements to the contrary shall only be deemed valid after they have been confirmed in writing by FRITSCH GmbH.

If one of the provisions of these General Terms and Conditions of Business is or becomes invalid, the validity of the contract and the remaining provisions shall not be affected. The parties shall agree on a provision which comes closest to the economic intent of the invalid or void provision.

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