

## General terms of delivery (Last revised Nov. 2015)

of **Saar Lager und Profilvertechnik GmbH**  
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**Court of registration: local court of Saarbrücken HRB 74690**

### I. Contract conclusion

1. The general terms of business below shall apply to all (as well as future) deliveries and services including consultancy and other ancillary services between Saar Lager und Profilvertechnik GmbH (SLP GmbH) and the client. Conditions on the client's part are opposed.
2. The terms of delivery below shall apply exclusively in commercial legal transactions and not vis a vis consumers.
3. Our offers shall be non-binding. Transactions and their amendments shall only become binding through our written confirmation.
4. Declarations of intent must be made in writing in order to be valid; they may in particular also be served by email.

### II. Scope of the deliveries and services

1. Delivery shall be made based on the Incoterms 2010 (International Commercial Terms of the International Chamber of Commerce).
2. Execution shall be performed according to the agreed technical specifications with tolerances customary in the branch of business. Any assurances of characteristics shall require as such our express written confirmation.
3. The documents forming part of our offer such as for example samples, illustrations, drawings and weight indications shall only be approximately decisive. We shall reserve the right to modifications, particularly with regard to design and material, provided the subject of the contract and the latter's function is not substantially altered.
4. We shall retain sole ownership and copyright over quotations, drawings and other documents; they may not be disclosed to third parties, even in part; all documents are to be returned at our request. Production drawings shall not be released.
5. Static calculations shall be released against separate remuneration.
6. We shall be entitled to make partial deliveries as a matter of principle.

### III. Prices

1. Prices are listed ex works plus the currently applicable value added tax; they do not include packaging, shipping and other additional expenses.
2. If, after notification of readiness for collection, delivery is fully or partially delayed as a result of circumstances beyond our control, the consequential additional costs accruing shall be invoiced to the client.
3. The client shall ensure theft-proof accommodation of the delivery articles and the assembly equipment; components to be replaced in this respect will be charged extra.

### IV. Delivery and service deadlines

1. Periods shall begin on the date of our acknowledgement of order, but not however before complete clarification of all details of the order including provision of the agreed securities; deadlines shall be postponed accordingly.  
Deadlines are provisioning dates and refer to the time of notification of readiness for collection. Should forwarding of the goods be agreed in the individual case, the delivery periods and deadlines shall refer to the moment of transfer of the goods to the carrier.
2. We shall determine the time of collection. If the client employs a carrier, the latter shall inform the client of the notified collection date.
3. In the event that we fall behind schedule, the client may, after expiry of an appropriate period of grace granted to us, withdraw from the contract should the remaining subject of the contract not have been notified as ready for collection or acceptance and the client is able to demonstrate that the latter has no interest in the part performance, § 323 para. 5 of Bürgerliches Gesetzbuch, Deutschland (=German Civil Code). If the client grants us a period of grace under § 323 para. 1 of Bürgerliches Gesetzbuch, Deutschland (=German Civil Code), the client may only withdraw from the contract in the absence of performance during the period of grace. In the case of a divisible performance, the client may only withdraw from the unsatisfied portion of the contract.
4. In the event of default of acceptance on the part of the client - notwithstanding our other rights - we shall determine the new collection date in case of collection according to paragraph 2.
5. If a haulage contractor asserts claims for demurrage against our contractual partner under § 412 para. 3 of the HGB (German Commercial Code) owing to delayed loading at our premises, the contractual partner shall only be able to make recourse against us if we have caused the delay through deliberate action or gross negligence. In any case, hourly rates of a maximum of 38.00 € net may be invoiced.

### V. Force majeure and other impediments

1. Incidents of force majeure shall entitle us to postpone the deliveries and services by the duration of the impediment and by an appropriate lead time or – if the respective event does not result in delay – to withdraw fully or partly from the contract owing to the part not yet fulfilled.
2. Force majeure shall be equivalent to strike, lockout, operational disruptions (e.g. fire, machine or tool failure, raw material or energy shortage, obstruction of the traffic routes), embargos, political unrest and similar circumstances that render the delivery and service considerably more difficult or impossible for us and indeed regardless of whether they occur with us or with one of our sub-suppliers.
3. The client may demand a declaration from us as to whether we wish to withdraw or deliver or perform within an appropriate deadline period. If we do not make any declaration, the client may withdraw.

### VI. Acceptance and transfer of risk

1. If the client fails to accept the delivery ready for collection in accordance with deadlines, either wholly or in part, we shall be entitled to place the uncollected goods in storage at the client's expense at our discretion - including in the open - declining liability for damages of any kind and to invoice the delivery and service as accomplished, unless we are responsible for failure to accept the goods on time.
2. The risk of loss, damage or confiscation shall be transferred to the client on notification of readiness for collection and provision of the goods for collection; at the latest, on transfer of the goods to the carrier. It is irrelevant in this case whether the client undertakes transport of the goods independently, employs an external carrier or entrusts SLP GmbH with transport of the merchandise.

### VII. Payments

1. All payments are to be made by bank transfer without deduction subject to written/express agreement to the contrary.
2. Offsetting with disputed counterclaims not determined to be legally valid shall be excluded, with the exception of the claims arising from the respective contractual relationship. Withholding of payments owing to disputed claims not determined to be legally valid shall be excluded, with the exception of the claims arising from the respective contractual relationship.
3. In case of delivery or partial deliveries, payments are to be made 30 days at the latest following invoice receipt.
4. Bills of exchange on account of payment shall only be accepted subject to express agreement. Credit notes against bills of exchange and cheques shall be issued subject to receipt and minus all disbursements at the value on the day on which we are able to access the exchange value.
5. Should payment deadlines be exceeded, interest and costs according to the prevailing bank rates for short-term credits shall be charged; at least however interest amounting to 9 percentage points above the prime rate of the European Central Bank.
6. All our claims shall be due immediately, irrespective of the term of any incoming and credited bills of exchange, if the terms of payment are not complied with or we become aware of circumstances that are liable to reduce the client's creditworthiness. We shall furthermore be entitled in this case to make any outstanding deliveries solely on advance payments and to withdraw from the contract after an appropriate period of grace or demand compensation for damages owing to non-performance.

### VIII. Retention of title

1. All delivered goods shall remain our property until fulfilment of all claims arising from business relationships with the client (title retention goods). This shall also include secondary claims, such as for example claims for reimbursement of bank charges, dunning costs, legal fees and court costs. The retention of title shall also extend to the respective outstanding balance if we book claims against the client to current invoices (current account retention). The same shall apply if payments have been made in respect of specifically designated claims.
2. Finishing and processing of the title retention goods shall be performed for us as a manufacturer in the sense of § 950 of the BGB, without any obligation on our part. The processed goods shall be considered title retention goods in the sense of item 1.

3. If the client combines and mixes the title retention goods with other goods, we shall be entitled to joint ownership of the new article in proportion to the invoice value of the title retention goods to the invoice value of the other goods used.

If our property expires by combination or mixing, since the client acquires sole ownership as the owner of the main article, the client shall already now assign the property rights over the new stock or the article to which the client is entitled based on the scope of the invoice value of the title retention goods. Should the client not be the owner of the main article and as a result, a third party acquires sole ownership of the newly manufactured article, the client shall undertake to provide information concerning the owner of the article without being requested to do so. The client shall store the latter for us free of charge. The subsequently arising co-ownership rights provide security for our claims and shall therefore be considered title retention goods under item 1.

4. The client may alienate the title retention goods solely in the ordinary course of business subject to the client's normal terms of business and provided the client is not in arrears, subject however to the client's agreeing a retention of title with the latter's purchaser and the claims arising from the resale according to items 4 to 6 being transferred to us in the amount of the invoice value, thus less the profit margin in the ordinary course of business. Our retention of title shall only expire in case of resale on payment of the purchase price by the client's purchaser. The client shall not be entitled to any other disposals over the title retention goods.

5. The client's claims arising from the resale of the title retention goods including any current account balances with downstream purchasers shall now be already assigned to us in the amount of the invoice value agreed with us, thus less the profit margin in the ordinary course of business. We hereby accept the assignment. The assigned claims shall serve as securities to the same extent as the title retention goods.

The client shall also assign to us all future claims against third parties for damage, destruction, theft or misappropriation of the title retention goods. The client shall also assign to us any claims to which the client is entitled against a third party who has acquired ownership of the title retention goods owing to a combination and transformation process. We hereby accept the assignments.

6. If the title retention goods are alienated by the client together with other goods not sold by us, assignment of the claim arising from resale shall only apply in the amount of our invoice value of the respectively alienated title retention goods.

In the event of alienation of goods over which we hold co-ownership shares according to item 2, assignment of the claim shall apply in the amount of the co-ownership shares.

7. If the title retention goods are used by the client for fulfilment of a works contract or works supply contract, items 4 and 5 shall apply accordingly.

8. The client shall be entitled to collect claims arising from the resale according to items 4 and 6 until revocation by us, which is permissible at any time. We shall only exercise the right of withdrawal in the cases mentioned in item VII.6. At our request, the client shall undertake to immediately inform the latter's purchasers of the assignment to us - if we do not do this ourselves - and to provide us the information and documents necessary for collection.

9. We may furthermore forbid the resale and processing of the delivered goods and call for their return or transfer of the indirect ownership of the delivered goods at the client's expense and revoke a collection authorisation.

10. If the value of the securities existing exceeds the total of the secured claims by more than 10%, we shall undertake in this respect, on request by the client, to release securities at our discretion. The client must inform us without delay of a seizure or other encroachments by third parties.

11. The authorisation of the client to resell, process and combine the title retention goods (items 2 and 3) and to collect claims (item 7) shall expire if the client falls in arrears with a payment obligation or grounds for filing insolvency proceedings (bankruptcy, impending bankruptcy, over-indebtedness) exist. We shall be entitled in this case to demand surrender of the title retention goods without granting a period of grace. Demand for return shall be considered withdrawal from the purchase contract. The client shall guarantee unlimited and irrevocable access to the latter's business premises for the purpose of collecting the title retention goods.

12. If the retention of title or assignment is invalid according to the law in the jurisdiction of which the goods are located, the security corresponding to the retention of title or assignment under this jurisdiction shall be considered agreed. The client shall inform us thereof. If a security according to clause 1 requires the collaboration of the client, the latter shall undertake to apply all measures which are necessary to establish and maintain such rights.

#### **IX. Warranty, delivery of non-contractual goods**

For any defects in the subject of the contract – including absence of assured characteristics – we shall provide the following warranty:

1. The moment of transfer of risk shall be decisive for the contractual state of the subject of the contract.

2. Notices of defects must be submitted to us immediately in writing.

3. Once acceptance has been completed or is considered completed, enforcement of claims for defects that would have been discernible in this case shall be excluded, provided we have assumed no warranty for the properties of the work and have not maliciously concealed the defect.

4. In the event of justified immediate notices of defects, we shall take back the defective goods immediately and supply flawless goods in their place; we shall also be entitled to refurbish the goods instead. Replaced parts shall become our property. If the supplementary performance is only possible in association with disproportionately high costs, we shall be entitled to refund the undervalue instead.

5. Among the direct costs arising as a result of the improvement and/or replacement delivery, we shall only bear the costs of the replacement part including shipping. Installation and removal costs will not be borne.

6. Should we fail to fulfil or contractually fulfil our duty of replacement delivery or improvement within a reasonable period, the client shall be entitled to compensation for damages and withdrawal or reduction.

7. The client must afford us sufficient time and opportunity to undertake all improvements and subsequent deliveries; otherwise, we shall be released from the liability for defects.

8. We shall be liable – irrespective of the legal grounds – in case of deliberate action and gross negligence. In case of simple negligence, we shall only be liable for damages resulting from injury to life and limb or health and for damages arising from breach of an essential contractual duty (obligations, the fulfilment of which makes proper execution of the contract possible in the first place and on compliance with which the contractual partner may ordinarily rely).

9. Our warranty obligation shall not exist for damage - and its consequences - arising to delivered components as a result of normal wear and tear, improper or negligent handling, excessive stress, unsuitable operating materials, defective building work, defective work on the foundation walls or inappropriate building ground, non-load-bearing ceilings or faulty ground conditions and likewise as a result of influences of temperature, weather or other natural influences or of a chemical, electronic or electrical type.

10. The warranty period shall be one year, including for articles purchased in by us, replacement deliveries and improvements. For delivered components, it shall begin on transfer of risk; for assembly work, once acceptance has been completed or is considered completed.

11. Other claims, insofar as legally permissible, shall be excluded. This shall apply in particular to claims for compensation for damage that has not arisen to the subject of the agreement itself, such as for example consequential damages to the client and the latter's customers in the form of lost profit, company downtime costs and contractual penalties.

12. The above conditions shall also apply in case of delivery of goods other than contractual goods.

#### **X. Place of performance and place of jurisdiction**

1. The place of performance for all duties arising from this contract shall be Völklingen.

2. The local place of jurisdiction for any disputes arising from this contract shall be the Regional Court district of Saarbrücken. We shall also be entitled to sue the supplier at any other justified place of jurisdiction.

#### **XI. Applicable law, language of the contract**

1. Only German Law shall apply to all legal relationships between us and the client.

2. The German version shall be considered binding for all documents.