

**General Terms of Sale of EOinnovations GmbH**  
- April 2015**§1 Validity:**

The sale of our goods is exclusively subject to the following General Terms of Sale. They take precedence over any Customer terms of purchase. Our General Terms of Sale are deemed accepted without reservation at the latest upon Customer's receipt of our goods or services, even in the event of a preceding objection. To be effective, deviations from our General Terms of Sale require our explicit written consent for each Contract. These General Terms of Sale only apply to companies under the terms of § 14 BGB (German Civil Code).

**§2 Offers:**

Our offers are subject to change without notice. Samples are non-binding.

**§3 Prices:**

Failing any agreement to the contrary, the prices are those valid on the day of delivery or performance of service plus the current rate of Value Added Tax. If the cost of materials or labour increases after close of Contract, we are entitled to adjust our prices after four months. The prices do not include packing, freight, erection, wiring, set-up or commissioning. Price agreements are valid for four months. If special services are subsequently ordered, they will be charged for on the basis of actual expense plus travel expenses, daily allowance, accommodation allowance, overtime bonuses, and Sunday and public holiday rates. Time for travel, preparation, and waiting counts as working hours.

**§4 Shipment, passage of risk:**

Goods are always shipped at Customer's risk. The risk passes to Customer on transfer of the goods to the haulier and at the latest on leaving our plant or warehouse (or, in the event of drop shipping, our upstream supplier's plant or warehouse). In the event of delayed collection of the goods by Customer, the risk passes to him a week after our communication of readiness for collection. On Customer's written demand, the goods are insured at his expense against loss due to breakage, damage in transit or fire.

**§5 Delivery, delayed performance:**

The delivery dates that we quote are non-binding and designate the probable delivery date which we endeavour to comply with. In the event of the culpable non-compliance with a delivery date agreed in writing, Customer must set us an appropriate period of grace in writing. If we culpably fail to comply with this period of grace, Customer has the right to cancel the Contract. Any Customer claims for damages on the grounds of excessive delay are covered by section 10. Circumstances or events for which we are not responsible and that delay, frustrate or unacceptably hamper delivery, e.g. war, government intervention, natural disasters, accidents, transport or industrial disruptions, shortages of raw materials or energy, strikes or lockouts release us, even if they affect our upstream supplier, from our delivery obligations for the duration of the hindrance and of an appropriate resumption period. If the hindrance is not expected to end within an acceptable period, we are entitled to cancel the Contract in whole or part without any subsequent delivery obligation. If Customer excessively delays acceptance or culpably infringes other obligations to cooperate, we are entitled to demand damages inclusive of compensation for any extra expense. We reserve the right to assert further-reaching claims. We are entitled to make part deliveries. If delivery is delayed for reasons for which Customer is responsible, we are entitled one month after announcing our readiness to deliver to charge a storage fee equal to 1 % of the invoice sum of the current consignment per month or part thereof; the agreed price is then replaced by the price valid on the day of collection and any quantity discount is cancelled. After Customer's failure to collect the goods within an appropriate period, we are entitled to cancel the Contract. In this case, Customer is obligated to pay us 25 % of the net invoice sum in lump-sum compensation for loss. We are entitled to furnish proof of higher loss, while Customer is entitled to furnish proof of lower loss. The storage fee is not set off in the latter case.

**§6 Payment:**

Our invoices for deliveries of goods are due within 30 days of the invoice date without deductions. Repair and service invoices are immediately payable without deduction. Payments must be made to us; our agents are not authorised to collect. The punctuality of payment depends on when the sum becomes available to us without qualification. We accept cheques on account

of performance. We do not accept payment by bills of exchange. If the payment deadline is exceeded or the sum is not fully paid on time, Customer is deemed to be in default without having to be reminded. Irrespective of other claims, we are entitled to charge interest of 8 % above the current base rate pursuant to Art. 247 BGB from the date of default. If Customer defaults on payment or there are justified doubts about his ability to pay, we are entitled to demand immediate payment of all outstanding debts and/or security in advance of delivery, to retain any outstanding deliveries under this or other Contracts in whole or part or, after the unsuccessful expiry of a period of grace that we have set, to cancel the existing Contracts. In the event of our cancellation of Contract, Customer is entitled to pay us 25 % of the net invoice sum in lump-sum compensation for loss. We are entitled to furnish proof of higher loss, while Customer is entitled to furnish proof of lower loss. The Customer can only set off undisputed or legally enforceable claims or exercise a right of retention on the grounds of such claims which are based on the same contractual relationship.

#### **§7 Reservation of title:**

The supplied goods remain our property until the complete payment of the purchase price and all existing or future outstanding sums from business relations with Customer. The Customer is entitled to sell them in the course of proper business as long as he fulfils his contractual duties towards us. He is not permitted to pledge the goods or transfer them by way of security; he must immediately inform us of any third-party action affecting our property rights. If Customer fails to fulfill his contractual duties towards us, we are authorized to demand surrender of the goods; Customer has to this extent no right to possession. Upon purchase of the goods, he assigns to us all resale-related debts of his customers, inclusive of all ancillary rights. Until revocation he remains entitled to collect his debts assigned to us. He is obligated to report, on demand, the magnitude of the sums owed to him and the names and contact data of his debtors. In the processing of the goods, we are deemed manufacturers and acquire ownership of the new object without Customer acquiring claims from this passage of rights. If the goods are processed with other materials, we acquire co-ownership of the manufactured object according to the ratio of the gross invoice value of the conditional commodity to that of the other materials. If joined, mixed or blended with another object and the latter is deemed the main object, we acquire the co-ownership of the object to the extent of the gross invoice value of the conditional commodity. If the value of the securities transferred to us exceeds 110 % of Customer's total debts towards us, we are obligated on Customer's demand to return to Customer the securities of our choice worth the sum exceeding 110 %.

#### **§8 Information, advice:**

All oral and written details of the suitability and possible applications of our goods are made to the best of our knowledge. The Customer is not exempted from assuring himself with his own tests of the suitability of the goods for his intended purposes.

#### **§9 Claims relating to defects:**

We reserve the right to deliver up to 7 % excess or short consignments; these do not justify Customer claims for defects. Customer claims for defects assume that Customer has fulfilled his obligation to inspect the goods and to report defects in accordance with Art. 377 HGB (German Commercial Code). Defective goods must be sent to us freight-prepaid. Customer claims for defects are excluded if the defect arises due to the fact that the supplied goods have been transported, stored, treated, processed or assembled incorrectly and, particularly, with the infringement of any operating or assembly instructions. Furthermore, claims for defects do not arise due to natural wear and tear. In the event of defective goods, Customer has a right to rectification of the defect or delivery of a defect-free object (subsequent performance), according to our choice. If at least two attempts at subsequent performance fail, Customer is entitled to cancel the Contract or demand a reduction in the purchase price. We are liable for malicious silence with regard to a defect and for the guaranteed characteristics of the goods. Claims for damages due to defects are otherwise covered by section 10. The limitation period for claims for defects is 12 months from delivery of the object. The limitation period in the event of recourse to Arts. 478, 479 BGB remains unaffected.

#### **§10 Liability:**

We are liable for intent, gross negligence and in the event of the culpable infringement of essential contractual duties. In the event of the negligent infringement of essential contractual duties, our liability is confined to the contractually typical, foreseeable loss. The liability for culpable harm to life, body or health remains unaffected; this also applies to liability under the Product Liability Act. Further claims for damages are excluded.

#### **§11 Place of performance:**

The place of performance for our deliveries is the place of consignment in question.

#### **§12 Applicable law, place of jurisdiction::**

All legal relations between Customer and ourselves are governed exclusively by the law of the Federal Republic of Germany applicable to domestic parties on exclusion of the United Nations Convention on Contracts for the International Sale of Goods. For all legal disputes between the parties, Freiburg im Breisgau Regional Court is competent irrespective of the sum at issue.

However, we can proceed against Customer at the courts of his general place of jurisdiction as well.

**§13 Miscellaneous:**

Should individual provisions of these Terms of Sale be or become ineffective, unenforceable or incomplete, the remaining arrangements and the Contract existing between the parties remain unaffected. The parties here to undertake to replace the ineffective, unenforceable or incomplete provisions with such effective provisions that come closest to the meaning, economic purpose and will of the parties hereto.

We retain the copyright to the design drawings, illustrations, diagrams and other documents made available by us. Duplication is only permitted with our written consent and with details of the source.

Singen, 09.04.2015