

General Terms and Conditions of Business of Croozer GmbH, Cologne, Germany

§ 1 General Provisions

- (1) All of our offers, deliveries, sales and other services are based on the following terms and conditions of sale, delivery and payment.
- (2) We do not recognise any general terms and conditions of business that diverge from the following terms and conditions of sale and delivery, unless we have expressly agreed in writing to the divergent general terms and conditions of business in question.
- (3) All agreements made between us and you as purchaser for the purpose of performance of this contract are only binding on us if they have been entered in writing in the confirmation of order.

§ 2 Offer/Offer Documentation

- (1) Our offers are not binding unless otherwise stated in the order confirmation.

§ 3 Prices and Terms of Payment

- (1) Unless there is indication to the contrary in the order confirmation, our prices apply "ex-works", exclusive of packing and packaging. The latter shall be billed as a separate item.
- (2) The legal rate of value added tax is not included in our prices. It shall be shown as a separate item on the invoice, calculated at the legal rate on the day invoicing takes place.
- (3) Any discounts require specific agreement in writing.
- (4) Unless there is indication to the contrary in the order confirmation, the sale price shall be due net (in full) within thirty (30) days from date of invoice. Statutory regulations in respect of consequences of overdue payment apply.
- (5) In the case of contracts with an agreed delivery period exceeding four months we reserve the right to increase our prices in line with any increases in costs that may arise. If the increase exceeds 5% of the agreed price, as purchaser you have the right to terminate or withdraw from the contract.

§ 4 Delivery Period and Conditions

- (1) Any delivery deadlines or periods that may be the subject of a binding or non-binding agreement must be stated in writing.
- (2) If we are late in making delivery, our duty to pay compensation in the event of inadvertent negligence is limited to 50% of foreseeable damages. Further claims for compensation may only be made on the basis that the lateness is due to wilful intent or gross negligence.

§ 5 Delivery and Transfer of Peril

- (1) Unless there is indication to the contrary in the order confirmation, delivery is agreed "ex-warehouse".
- (2) Once the goods are handed over to the person performing shipment or once they have left our warehouse intended for shipment, the risk is transferred to you as purchaser.
- (3) Unless otherwise indicated in the order confirmation or invoice, delivery shall be made against a reasonable flat-rate charge to cover our costs.

§ 6 Warranty and Liability

- (1) As purchaser, you must notify us in writing of all identifiable defects, discrepancies and/or wrongly delivered items within two weeks from delivery being made. In the case of non-traders, the obligation to notify us of defects within two weeks from delivery only applies for obvious defects.
- (2) Traders can only make claims in respect of product defects provided they have duly met their obligations to inspect and make notification of such defects pursuant to Section 377 of the German Commercial Code (HGB). Any defects must be notified to us in writing.
- (3) If the goods are defective, we are entitled to make remedy in the form of rectification of the defect or delivery of a new non-defective item, as we choose.
- (4) The right to rectification of the defect and/or supply of a non-defective item does not apply if this proves impossible without incurring disproportionate costs on our part. In such a case, as purchaser you have a right to whatever remedy does not involve disproportionate costs on our part.
- (5) If rectification of the defect does not prove satisfactory or delivery of a non-defective item is not made within a reasonable period, as purchaser you may withdraw from the contract or reduce the purchase price, as you choose.
- (6) The warranty does not cover damages that are sustained by you as purchaser as a result of normal wear and tear or improper handling.
- (7) We are legally liable if as purchaser you can demonstrate claims for damages based on wilful intent or gross negligence, including wilful intent or gross negligence on the part of our representatives and vicarious agents. If no wilful breach of contract can be proven against us, our liability for damages is limited to such as might be foreseen and would typically occur.
- (8) Liability for culpable injury to life, limb or health remains unaffected. This is also the case for strict liability pursuant to the German Product Liability Act.
- (9) Under Section 478 of the German Civil Code (BGB), as purchaser you only have rights of recourse against us if you are rightly held liable by a consumer in due accordance with the law. Any rights of recourse under Section 478 of the German Civil Code (BGB) also presuppose that as purchaser you have duly fulfilled your duties to make notification to us of defects.
- (10) Unless provision has been made above to the contrary, we cannot be held liable.
- (11) The period of limitation for claims relating to product defects is twelve (12) months, calculated from the date of transfer of peril, unless otherwise stated in the order confirmation or invoice.
- (12) The period of limitation in the case of a delivery recourse claim under Sections 478 and 479 of the German Civil Code (BGB) remains unaffected; it is five (5) years, calculated from the date of delivery of the defective item.

§ 7 Retention of Title

- (1) We retain title to the item of purchase until all payments relating to the transaction with you as purchaser have been received. If as purchaser you act contrary to the provisions of the contract, particularly in regard to overdue payment, we are entitled to recover the item of purchase. Recovery of the item of purchase by ourselves shall not imply withdrawal from the contract, unless we have expressly declared in writing an intention so to do.
- (2) In the event of pawning or seizure of the item of purchase, as purchaser you must invoke the retention of title that obtains and notify us immediately.
- (3) As purchaser you are obliged to treat the supplied goods with care until full payment of the purchase price has been made.

§ 8 Terms of Payment and Overdue Payment

- (1) Our invoices are payable in full within fourteen (14) days from date of invoice, unless indicated otherwise in the order confirmation or invoice. Deliveries abroad are made against payment in advance, which is exempt from charges.
- (2) If as purchaser you are late in making payment, we are entitled to charge interest on late payment of 5% above the relevant basic rate, or, if you are a trader, 8%. If more extensive damages can be demonstrated, we are entitled to claim these. As purchaser you have the right to demonstrate that the damages involved are of a lower order.
- (3) Any set-off by you the purchaser is only admissible if your counter claims are recognised in law, are undisputed or have been accepted by us.

§ 9 Legal Venue

- (1) If as purchaser you are a registered trader, the legal venue is Köln (Cologne), Germany.
- (2) Unless there is indication to the contrary in the order confirmation, place of execution shall be Köln (Cologne), Germany.