



## General Conditions of Sale and Delivery of Wepatronic GmbH

### I. General provisions

1. The legal relationship between Wepatronic GmbH (hereinafter Wepatronic) and the customer in connection with the supplies and / or services from Wepatronic (hereinafter Deliveries) shall be subject to these General Conditions of Sale and Delivery. Terms and conditions of the customer shall only apply insofar as Wepatronic has expressly agreed to them in writing. The mutual matching written statements are for the scope of deliveries prevail.
2. To cost estimates, drawings and other documents (hereinafter: documentations) up Wepatronic retains its ownership and copyright Utilization unlimited rights. The documents may not without the prior consent of Wepatronic disclosed to third parties and, if the order is not granted Wepatronic, be returned immediately upon request. Sentences 1 and 2 shall apply mutatis mutandis to documents of the client; however, these may be disclosed to third parties to whom Wepatronic has rightfully transfer Supplies.
3. Partial deliveries are permissible if they are responsible for the customer.
4. The term "claim for damages" in these General Conditions of Sale and Delivery also includes claims for reimbursement of expenses.

### II. Prices, terms of payment and set-off

1. The price works excluding packing plus the applicable sales tax. Where applicable, prices are calculated with the copper base of 150,00 euros, which indicated in the offer copper surcharges are calculated daily updates in orders.
2. Has Wepatronic responsible for assembly or erection and unless otherwise agreed, the customer shall pay the agreed remuneration all additional costs such as travel and transportation costs as well as allowances.
3. Payments shall be paying office Wepatronic.
4. The customer may set off only those claims that are undisputed or legally binding.

### III. Retention of title

1. The delivery items (reserved goods) shall remain the property of Wepatronic until all her against the customer from the business relationship claims are entitled. If the value of all security rights enjoyed Wepatronic the amount of all secured claims by more than 20%, Wepatronic will release on request of the customer a corresponding part of the security interest; Wepatronic is the choice for sharing between different security rights to.
2. During the existence of the retention of title, the customer is a pledge or collateral assignment prohibited, and resale only for resellers in ordinary course of business and only on condition that the reseller receives payment from its customer or makes the reservation that the property to the customer only passes when he has fulfilled his payment obligations.
3. If the customer sells on subject goods, he shall already now his future claims from the resale against his customers with all ancillary rights - including any balance claims - by way of security to Wepatronic, without the need for further declarations. If the reserved goods are resold together with other goods, without any need for the reservation commodity an individual price has been agreed, the customer shall assign that portion of the total price claim to Wepatronic corresponding to the provided by Wepatronic invoiced price of the goods.
  - a) The customer is allowed to process the reserved goods or to mix with other items or to join. Processing takes for Wepatronic. The customer shall store the resulting new thing for Wepatronic with the diligence of a prudent businessman. The new thing is regarded as reserved goods.
  - b) Wepatronic and customer are already now agree that when combined or mixed with other non Wepatronic belonging Wepatronic in any case, ownership of the new object in the amount of the share is entitled to that for from the ratio of the value of combined or mixed reserved goods resulting value of the other goods at the time of joining or mixing. The new thing considered as a reserved goods.
  - c) The rules on the assignment of claims pursuant to No. 3 also applies to the new thing. The assignment shall be valid only up to the amount equal to the value provided by Wepatronic into account the processed, combined or mixed reserved goods.
  - d) If the client connects the reserved goods with real estate or movable property, it shall, without the necessity of further declarations, including his claim that due to him as payment for the combination, with all ancillary rights equal to the ratio of the value of the combined reservation goods to the other connected goods from the time of connection to Wepatronic..
5. Until further notice, the customer is entitled to collect assigned receivables from the resale. If there is good reason, in particular default of payment, payments, opening of insolvency proceedings, bill protest or justified indications of an indebtedness, imminent insolvency of the customer or comparable circumstances. Wepatronic has the right to revoke the authorization of the customer. In addition Wepatronic may disclose the assignment of security within a reasonable period, to exploit the assigned claims and demand the disclosure of the assignment by the customer against his customers, after prior warning.
6. If third parties attachment, seizure or other act of intervention, the customer shall immediately notify Wepatronic. In substantiation of legitimate interest of the customer Wepatronic immediately provided the information required to assert his rights against the buyer and hand over the necessary documents.
7. In breach of duty of the customer, especially in case of default, Wepatronic is entitled to rescind the contract after the expiry of a reasonable period set by the customer to benefit in addition to the withdrawal, without prejudice to the statutory provisions regarding the dispensability of setting a deadline. The customer is obliged to surrender. In the redemption or enforcement of reservation or the seizure of the goods by Wepatronic does not constitute withdrawal from the contract, unless Wepatronic so expressly declares.

### IV. Deadlines for deliveries; delay

1. Times set for Supplies shall timely receipt of all documents to be provided by the customer, necessary permits and releases, especially concerning plans, and compliance with the agreed terms of payment and other obligations of the customer ahead. Unless these conditions are fulfilled in time, times set shall be extended accordingly does not apply if
2. Wepatronic is responsible for the delay:
  - a) force majeure, eg mobilization, war, acts of terrorism, riot or similar events (eg, strikes, lock-outs),
  - b) virus and other attacks by third parties to the IT system of Wepatronic, where these existed, although satisfying the usual precautions care,
  - c) Obstacles due to German, U.S. and other applicable national, EU or international foreign business law or other circumstances that are not the responsibility of Wepatronic, or
  - d) not timely or proper supply of Wepatronic such time shall be extended accordingly.
3. The provisions in Section XII for the liability of Wepatronic to delivery delays. accordingly. Any further legal claims and the customer, which he is entitled in addition to the claim for damages due to a delay in delivery to be taken by Wepatronic rights remain unaffected.
4. The customer is obliged to declare upon by Wepatronic within a reasonable time whether it, due to the delayed Supplies or insists on the delivery.
5. Delayed shipment or delivery to the customer's request by more than one month after notification of readiness for shipment, can be charged to the customer for each additional month commenced, storage costs of 0.5%, but no more than 5%, the proof of higher or lower storage costs have been incurred to.

### V. Transfer of risk

The risk is even with carriage paid delivery to the customer, if it has been made or collected. At the request and expense of the customer for the delivery of Wepatronic is insured against the usual risks of transport..

### VI. Assembly

For the installation and assembly exclusively separately written to be agreed conditions apply.

### VII. Acceptance

The customer may not refuse to receive Supplies due to minor defects.

### **VIII. Defect as to quality**

For defects Wepatronic liable as follows:

1. All parts or services are reasonable discretion, repaired at the option of Wepatronic, replaced or provided again that show a defect, provided that the cause existed at the time of transfer of risk.
2. Claims for supplementary performance become statute-barred in 12 months; the beginning of the period of limitation is governed by the statutory provisions. The same applies to withdrawal and reduction. This deadline does not apply, as far as the provision pursuant to § 438 (1) no. 2 (buildings and property for buildings), 479 (1) (recourse claim) and 634a (1) no. 2 (building defects) BGB is necessarily longer. Prescribes deadlines, intent, fraudulent concealment of the defect and non-compliance with a guarantee of quality. The legal regulations regarding expiration inhibition, inhibition and new beginning of the deadlines remain untouched.
2. Customer notification of defects must be made immediately in writing.
3. Event of defects, the customer payments may be withheld in an amount that is proportionate to the defect occurred. The customer may withhold payments only if a complaint is made, the justification can be no doubt. Retention of customers is not if his warranty claims are time-barred. If the complaint was wrong, Wepatronic is entitled to demand compensation from the Customer the costs incurred.
4. Wepatronic be given the opportunity to remedy within a reasonable time.
5. If subsequent performance fails, the customer may - without prejudice to any claims for damages pursuant to Section 10 - withdraw from the contract or reduce the remuneration.
6. Warranty claims cannot exist with only insignificant deviations from the agreed quality, of only minor impairment of usefulness, of natural wear and tear or damage arising after the transfer of risk from faulty or negligent handling, excessive strain, unsuitable equipment, defective workmanship, inappropriate foundation soil or from particular external influences not assumed under the contract, or from non-reproducible software errors. Be made by the customer or by third parties to improper modifications or repair work, so for these and the consequences will be no claims for defects.
7. Customer's claims necessary for the purpose of supplementary performance, in particular transport, travel, labor and material costs are excluded to the extent that expenses are increased because the item is delivered subsequently transported to a place other than the premises of the customer has been is, unless the transfer is in accordance with its intended use.
8. Recourse claims of the customer against Wepatronic according to § 478 BGB (recourse of the contractor) exist only insofar as the customer has made with its customers exceeding the statutory warranty claims agreements. Also applies accordingly No. 8 for the scope of the right of recourse of the customer against Wepatronic pursuant to § 478 para 2 BGB..
10. Claims for damages by the customer due to a defect are excluded. This does not apply in case of fraudulent concealment of a defect, failure to comply with a guarantee of quality, in case of injury to life, body or health and in a willful or grossly negligent breach of duty by Wepatronic. A change in the burden of proof to the detriment of the customer is not connected with the above provisions. Further or other than in this Article VIII claims by the customer due to a defect are excluded.

### **IX. Industrial property rights and copyrights; legal defects**

1. Unless otherwise agreed, Wepatronic is committed to the only in the country of delivery free of industrial property rights and copyrights of third parties (hereinafter Rights). If a third party for infringement of property rights of Wepatronic used according to contract deliveries against the customer asserts legitimate claims, Wepatronic liable to the customer within the in Article VIII No. 2 specified period as follows:
  - a) Wepatronic shall at his choice at his own cost for the supplies a right of use in question, change it so that the property right is not infringed or exchange. Is this Wepatronic not possible under reasonable conditions, the customer is entitled to the statutory rights of rescission or reduction.
  - b) The obligation of Wepatronic to pay damages shall be governed by Article XI.
  - c) The obligations of Wepatronic mentioned above will only apply if the customer Wepatronic promptly of any such claim asserted by the third written agreement, a violation does not recognize and remain Wepatronic any protective measures and settlement negotiations. If the customer stops using the Supplies in damage or for other good reason, he is obliged to inform the third party that the use does not constitute acknowledgment of the alleged infringement.
2. Claims of the customer shall be excluded if it is responsible for the infringement.
3. Customer claims shall also be excluded if the infringement of an IPR protection by specific demands of customers, through one of Wepatronic not foreseeable Application or is caused by the fact that the delivery by the customer modified or used in conjunction with products not supplied by Wepatronic.
4. In the case of trademark infringements for pursuant to No. 1 a) Claims of the customer in addition, the provisions of Article VIII Nos. 4, 5 and 9 corresponding to.
5. Where other defects in title occur, Article VIII shall apply mutatis mutandis.
6. Further or other than in this Article IX with respect to claims of the customer against Wepatronic or its agents due to a defect are excluded.

### **X. Fulfillment of title**

1. Die The performance of the contract is subject to the proviso that no obstacles due to German, U.S. and other applicable national, EU or contrary to international foreign trade and customs requirements or any embargos or other sanctions.
2. The customer must supply all information and documents that are required for the export, transfer or import.

### **XI. Impossibility; contract adjustment**

1. If the delivery is impossible, the customer is entitled to claim damages, unless Wepatronic is not responsible for the impossibility. However, the claim for damages shall be limited to 10% of Value of that part of the delivery which cannot be put to the intended use of the impossibility. This limitation shall not apply in cases of intent, gross negligence, or injury of life, body or health of mandatory liability, a change in the burden of proof to the detriment of the customer is not associated. The customer's right to withdraw from the contract remains unaffected.
2. If events within the meaning of Article IV No. 2 a) to c) substantially change the economic importance or the contents of the Supplies or considerably affect the operation of Wepatronic, the contract shall be of good Faith appropriately adjusted. Where doing so is economically unreasonable, the Wepatronic has the right to rescind the contract. The same applies if required export permits are not issued or are not available. He intends to exercise this right, he shall immediately notify after having realized the repercussions of the event the customer and was even if initially agreed with the customer an extension of the delivery period.

### **XII. Other Claims for Damages, Statute of Limitations**

1. The customer, for whatever legal reason, including infringement of duties arising from the contractual relationship and claims for damages tort, shall be excluded, are excluded unless the law requires otherwise.
2. This does not apply if in accordance with the Product Liability Act, in cases of intent, gross negligence of owners, organs or officers, bad faith, there is liability for non-compliance of a guarantee provided, because of the slightly negligent violation of life, body or health, or essential contractual obligations. The claim for damages for the breach of fundamental contractual obligations is limited to the contract-typical, foreseeable damage, unless there is another one of the cases mentioned above. A change in the burden of proof to the detriment of the customer is not connected with the above regulations.

### **XIII. Jurisdiction and Applicable Law**

1. The sole place of jurisdiction is, if the customer is a merchant, for all disputes arising directly or indirectly from the contractual relationship, the seat of Wepatronic. However, the contracting parties are also entitled to sue at the other's place of business.
2. This Agreement, including its interpretation is subject to German law under exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

### **XIV. Validity of the contract**

The contract remains binding even if legal invalidity of individual provisions in its other parts. This does not apply if adherence to the contract would be an undue hardship for a party.