

## **General Business and Sales Terms of DR. NEUMANN Peltier-Technik GmbH**

### **§ 1 General**

- (1) The following delivery and sales terms are the sole valid terms for all deliveries and other services: they are only valid for business with firms in the sense of § 310 section 1 in conjunction with § 14 of the German Civil Code.
- (2) Deviating terms of the Purchaser that are not expressly acknowledged by the Seller are non-binding even if the Seller does not expressly contradict them.
- (3) The implication and integration of these sales and delivery terms and the agreement and interpretation of legal business with the Purchaser himself are subject only to the law of the Federal Republic of Germany. The application of the standardised law on the agreement of international purchase contracts for movable property and the standardised law on the international sale of moveable property in the UN purchase law is ruled out.
- (4) In the event that individual terms in this contract or its constituent parts are invalid then this will not affect the validity of the remaining regulations. The contractual partners are obliged to make all reasonable efforts in good faith to replace an invalid condition with another valid condition that is equivalent to its economic success insofar as this does not result in a substantial modification of the contents of the contract: the same is valid in the event that a situation that requires review is not expressly regulated.
- (5) The place of fulfilment for all obligations that result directly or indirectly from this contractual agreement, including the duty of payment, is the location of the Seller's headquarters.
- (6) The court of jurisdiction is the court that is responsible for the location of the Seller's headquarters insofar as the Purchaser is a businessman. The Seller is also entitled to take legal action at a court that is responsible for the headquarters or a branch of the Purchaser.

### **§ 2 Offers, scope of services and contract agreement**

- (1) Contract offers by the Seller are non-binding.
- (2) The scope of services owed under the contract is defined solely by the Seller's order confirmation.
- (3) The seller reserves the right to make modifications to the structure, material choice, specification and design, even after an order confirmation is sent, insofar as these modifications do not contradict the order confirmation or the Purchaser's specification. In addition to this the Purchaser will declare his approval of the Seller's further suggestions for modifications insofar as they are deemed reasonable for the Purchaser.
- (4) Partial deliveries are permissible.
- (5) The documents on which the offer or the order confirmation are based, such as illustrations, drawings, information on dimensions and weights, should normally only be considered approximate values insofar as they are not expressly stated as binding.

### **§ 3 Price and payment conditions**

- (1) Prices are valid ex works excluding packaging and other shipping and transportation expenses. Packaging is charged at cost and will only be accepted back if the Seller is obliged to do so in accordance with compelling legal regulations.
- (2) If the time period between conclusion of the contract and delivery is more than 4 months and the Seller is not responsible for delay in delivery the Seller can make reasonable increases to the price taking into account the materials, wage and other auxiliary costs he has incurred.
- (3) If the Seller takes the Purchaser's modification requests into account then the Purchaser will be invoiced for additional costs incurred through these modifications.
- (4) If the payment deadline is culpably exceeded then interest will be demanded at 8 points above the valid base rate under reserve of the assertion of further claims.

### **§ 4 Offsetting and retention**

No offsetting or retention is permitted except if the demand to offset is undisputed or legally established.

### **§ 5 Delivery date**

Information on the delivery date is correct to the best of our knowledge and will be extended accordingly if the Purchaser delays or fails to provide necessary or agreed participation by the Purchaser. The same is valid for measures associated with industrial disputes, particularly strikes or lockouts, and for the occurrence of unforeseen obstacles that are not intended by the Seller, e.g. delivery delays by an upstream supplier, traffic and operational disruptions, scarcity of energy or materials etc. Modifications to the delivered goods that are initiated by the Purchaser also lead to a reasonable extension of the delivery date.

### **§ 6 Transfer of risk**

The risk is transferred to the Purchaser as soon as the Seller has placed the goods at the Purchaser's disposal and informed the Purchaser of this fact.

### **§ 7 Reservation of proprietary rights**

- (1) The Seller retains ownership of the delivered goods until full payment is made. This reservation of proprietary rights is also valid until all payments between the Seller and the Purchaser relating to the business connection have been made, including future and conditional demands.
- (2) The Purchaser is not authorised to assign the goods as a security or to pledge them but he is entitled to sell the goods that are subject to retention of title in an orderly business. He herewith already conveys the claims that arise against his business partners to the Seller.
- (3) If the Purchaser finishes or processes the goods then the retention of title also extends to the new product. The Purchaser acquires joint ownership in the same proportion as the value of his goods to the value of the goods delivered by the Seller.
- (4) If the value of all securities that exist for the Seller exceeds the existing claims by more than 10% in a sustained manner, then the Seller will release securities at the Seller's option as required by the Purchaser.
- (5) The Seller is entitled to assert the reservation of proprietary rights without withdrawing from the contract.

### **§ 8 Claims for defects**

- (1) If the purchase is a commercial transaction for both parties then the Purchaser must inspect the goods immediately upon receipt insofar as this is feasible in accordance with the proper course of business and, in the event that a defect is found, inform the Seller of this fact immediately. If the Purchaser fails to inform the Seller then the goods are considered approved except if the defect was not visible during the inspection. Otherwise §§ 377 ff. in the German code of commercial law is valid.
- (2) Claims for defects are limited to supplementary performance. In the event of failure of this supplementary performance the Purchaser is entitled to demand either a reduction in remuneration or rescission of the contract at his own option.
- (3) Further claims by the purchaser that do not result from acceptance of guarantee are excluded. This clause is not valid in the event of intent, gross negligence or the violation of important contractual obligations by the Seller.
- (4) The claims for defect lapse one year after delivery of the object of the sale.

### **§ 9 Liability**

The Purchaser is not permitted to make compensation claims. This is not valid in the event of intent, gross negligence or the violation of important contractual obligations on the part of the Seller or acceptances of guarantee.