

1 Inclusion of the General Conditions of Sale

1.1 The contractual relationship between cab Produkttechnik GmbH & Co. KG (referred to hereinafter as cab) and the customer is subject solely to the General Conditions of Sale used in this document, in the currently valid version at the point in time of concluding the contract.

1.2 In individual cases, special conditions stipulated by cab also apply in addition to these General Business Conditions, if written reference has been made to these special conditions.

1.3 Any general business conditions of the customer existing outside of these Business Conditions are explicitly excluded. Nor are such conditions of the customer included even if cab has not reacted to or not explicitly contradicted any declared inclusion, for example by reference on the letterhead, delivery notes etc. of the customer. Nor does the performance of the agreed services or for instance the acceptance of the agreed remuneration constitute any agreement to inclusion of the general business conditions of the corresponding customer.

1.4 These conditions also apply to all future business transactions between the contract parties.

2 Conclusion of contract, documents

2.1 The contract between cab and the customer comes into effect with the acceptance corresponding to the offer on the basis of the following provisions.

2.2 The services presented by cab in the scope of the company's website or catalogue merely constitute a request to the customer to submit an offer to conclude a purchasing agreement. The customer's purchase order consists of the offer to conclude a purchasing agreement under the conditions stated in the purchase order.

2.3 cab can accept the offer to conclude a contract contained in the purchase order within a period of 2 weeks. The contract only comes into effect with the written acceptance declaration by cab.

2.4 cab reserves its unconditional property rights and copyrights to illustrations, drawings, calculations and other documents. The documents may only be made accessible to third parties after obtaining the prior approval of cab, and must be returned to cab immediately on request if the order is not placed with cab. Sentences 1 and 2 apply accordingly to the customer's documents: however, these may be made accessible to those third parties to whom cab has permissibly entrusted deliveries.

3 Catalogue details

The properties stated on cab's website and in the product catalogue stipulate the properties of the delivery item comprehensively and conclusively to the extent especially that public statements made by cab, any possible manufacturers and their vicarious agents or third parties (e.g. public representations of the product properties) do not constitute any supplementary or modifying stipulations of quality. The ruling in terms of the irrelevance of quality details, particularly in Clause 13.3 of this contract, remains unaffected.

4 Availability of supplies proviso

cab does not assume any procurement risk. cab is entitled to withdraw from the contract insofar as cab does not receive the delivery item in turn in spite of previous conclusion of a corresponding procurement agreement; cab's liability for intent and negligence remains unaffected. cab shall inform the customer without delay about the non-availability of the delivery item and exercise the right of withdrawal immediately if cab intends to withdraw from the contract. On withdrawing from the contract, cab shall refund the customer immediately with any counter performance already provided by the customer.

5 Conditions of delivery and payment

5.1 The prices are to be understood without value added tax and ex works (EXW according to the Incoterms 2010). The customer pays the costs for packaging, transport, insurance and export.

5.2 Unless otherwise stated in our general terms and conditions or in our order confirmation, the following terms of payment are considered as agreed upon. Full remuneration is due with delivery. Without requiring any further declarations from cab, the customer shall have defaulted 30 days after the due date if payment has not already been made.

5.3 The price is to be paid to cab's place of payment without charges.

5.4 If the price for a delivery in accordance with Clause 5.1 is less than €50, cab charges a minimum quantity fee of €10.

5.5 If after concluding the contract it should transpire that the customer's financial circumstances are not creditworthy, cab can claim either advance

payments or securities for claims due or not yet due from all contracts between cab and the customer and refuse fulfilment of the contract until advance payment or securities have been received. If such claims are not fulfilled in due time, cab is entitled to withdraw from the contract and demand compensation for damages instead of performance. The amount of compensation is rated according to the typical average profit for the branch. The customer is allowed to produce evidence that cab has not suffered any damages or that far lower damages were suffered. cab is allowed to produce evidence that higher damages were suffered.

5.6 The contracts coming into effect according to Clause 2 cannot be rescinded unilaterally by the customer. However, rescission is possible with cab's written consent. In this case, cab is entitled to demand compensation for damages from the customer instead of performance. The amount of compensation is rated according to the typical average profit for the branch. The customer is allowed to produce evidence that cab has not suffered any damages or that far lower damages were suffered. cab is allowed to produce evidence that higher damages were suffered.

5.7 In the event that there are any defects, the customer has no withholding rights unless the delivery is obviously defective. In this case, the customer only has any withholding rights to the extent that the withheld amount is in an appropriate relationship to the defects and to the probable costs of subsequent performance (particularly rectification of defects). The customer is not entitled to assert claims and rights for defects if the customer has not made due payments and the due amount (including any payments already made) is in an appropriate relationship to the value of the – defective – delivery.

5.8 Part deliveries are permissible insofar as the customer can be reasonably expected to accept them.

6 Liability

6.1 cab is not responsible for defects in the delivery procured from third-parties and forwarded to the customer unchanged; notwithstanding responsibility for intent and negligence.

6.2 cab is liable for cases of intent or gross negligence on the part of cab or of a representative or vicarious agent in accordance with the statutory provisions. Otherwise cab is only liable according to the German Product Liability Law for injuries to life and limb or for the culpable violation of material contractual obligations. However, claims for damages for the violation of material contractual obligations are limited to the foreseeable damage typical to the contract, unless one of the exceptional cases according to sentence 1 or 2 of this paragraph applies at the same time. Even in cases of gross negligence, cab's liability is limited to foreseeable damage typical to the contract unless one of the exceptional cases according to sentence 2 of this paragraph applies at the same time.

6.3 The provisions in Clause 6.2 apply to all claims for damages (particularly for compensation in addition to performance and compensation instead of performance), for any legal reason whatsoever, in particular for defects, violation of the obligations arising from the obligatory relationship or from unlawful acts. They also apply to claims for compensation for futile expenditure.

6.4 The above provisions do not entail any change in the burden of proof to the detriment of the customer.

6.5 Liability for default is stipulated according to Clause 7, liability for impossibility according to Clause 9.

7 Default in delivery

7.1 If failure to meet deadlines has been caused by Acts of God (e.g. mobilisation, war, uprising) or similar circumstances (e.g. strike or lockout), the deadlines are extended appropriately.

7.2 If cab fails to provide the service despite the due date, cab has only defaulted if the customer has given cab written notification of a appropriate period of grace to provide the service.

7.3 cab is liable for default in service in cases of intent and gross negligence on the part of cab or of a representative or vicarious agent according to the statutory provisions in compliance with Clause 7.2.

7.4 However, in cases of gross negligence, cab's liability is restricted to foreseeable damages typical for the contract. Apart from the cases in Clause 7.3., cab's liability for default in service for compensation in addition to service and compensation instead of service is limited to altogether 15% of the value of the part of the delivery affected by the default. Further claims by the customer are excluded, even after the end of a possible period of grace granted to cab for provision of the service. The above restrictions do not apply to liability for injuries to life and limb or health. The above provisions do not entail any change in the burden of proof to the detriment of the customer.

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8 Default in payment

In the case of default in payment, cab is entitled to demand default interest amounting to 9% above the basic interest rate. The customer is allowed to produce evidence that cab has not suffered any damages or that far lower damages were suffered. cab is allowed to produce evidence that higher damages were suffered.

9 Impossibility

In the case of impossibility of the delivery, cab is liable for intent and gross negligence on the part of cab or of a representative or vicarious agent according to the statutory provisions. However, in cases of gross negligence, cab's liability is limited to the foreseeable damage typical for the contract. Apart from the cases in sentence 1, cab's liability for impossibility is limited to altogether 15% of the value of the delivery for damages and compensation for futile expenditure. Further claims from the customer for impossibility of delivery are excluded. The above restrictions do not apply to liability for injuries to life and limb or health. The customer's right to withdraw from the contract remains unaffected. The above provisions do not entail any change in the burden of proof to the detriment of the customer.

10 Customer's right of withdrawal

The customer may only withdraw from the contract in the scope of the statutory provisions if cab is liable for the breach of duty; however, in cases of defects the statutory prerequisites remain, whereby consideration shall be given to the clauses of these General Business Conditions concerning the handling of defects. In case of breaches of duty, within an appropriate period of time after making corresponding demands of cab, the customer must declare whether he shall withdraw from the contract because of the breach of duty or shall insist on delivery.

11 Place of performance and transfer of risk

11.1 The place of performance is the location of cab's shipping warehouse for the corresponding goods. Risk is transferred to the customer when the purchased goods have been handed over to the transport entity at the place of performance. This also applies in particular for collective orders, when delivery „carriage paid“ has been agreed or when cab assumes transportation.

11.2 Handover is equal to default of acceptance on the part of the customer.

12 Storage charges

If shipment of the deliveries is delayed by more than 2 weeks after the agreed delivery date at the customer's request or, if no exact date has been agreed, if shipment is delayed after cab has given notification that it is ready for shipment, storage charges can be made as a fixed sum for every month amounting to 1.5% of the price of the delivery item. The customer is allowed to produce evidence that cab has not suffered any damages or that far lower damages were suffered. cab is allowed to produce evidence that higher damages were suffered.

13 Warranty

13.1 If the customer wants to demand compensation instead of performance, reworking is said to have failed only after the second futile attempt. Otherwise the statutory cases for the dispensability of setting deadlines remain unaffected.

13.2 Claims for defects do not exist in the case of only immaterial deviation from the agreed quality or immaterially impaired use.

13.3 The immaterial relevance in accordance with Clause 13.2 is affirmed in particular when the deviations in quality result from legal or technical standards. Quality descriptions and illustrations can therefore only by approximately qualified as binding.

13.4 In the context of subsequent fulfilment, cab is certainly not obliged to make replacement deliveries. cab certainly has the right to choose between rectification of defects and replacement delivery. If subsequent fulfilment fails, the customer has the right to choose whether to reduce payments or withdraw from the contract. This does not affect application of § 478 paragraph 1 German Civil Code (customer's right to recourse if the customer had to take the product back because of its deficiencies or if the consumer has reduced the purchase price) and the customer's right to demand compensation instead of service in accordance with the statutory provisions and these General Business Conditions.

13.5 The customer shall pay for the expenditure incurred for the purpose of subsequent delivery insofar as such expenditure is increased by the fact that subsequent delivery is to be made at another place than the customer's establishment, unless such transfer corresponds to the proper use.

14 Duty to give notice of complaints and duty of inspection

Assertion of the customer's defect rights presumes that the customer has correctly fulfilled his duties of inspection and duties to give notice of complaints in accordance with § 377 German Commercial Code. § 377 German Commercial Code is worded as follows

„(1) If the purchase is a commercial transaction for both parties, the purchaser has to inspect the goods immediately after delivery by the seller insofar as this is appropriate in correct business practice, and to notify the seller immediately if any defects are revealed.

(2) If the purchaser fails to give such notification, the product is considered to be approved, apart from defects which would not be detected during the inspection.

(3) If such defects transpire later on, notification must be made immediately after discovery; otherwise the product is considered to be approved even in consideration of this defect.

(4) Punctual posting of the notification is sufficient to protect the purchaser's rights.

(5) The seller cannot invoke these regulations if he has fraudulently concealed the defect.“

This also applies in the event that products were delivered other than those ordered, or that incorrect quantities were delivered.

15 Retention of ownership

15.1 The delivery item remains cab's property until fulfilment of all claims on the customer to which cab is entitled as a result of the business relationship.

15.2 The customer is allowed to process the delivery item or to mix or blend it with other items. The processing, mixing or blending (referred to hereinafter jointly as processing or „processed“) takes place for cab. The product resulting from processing is referred to as „new product“. The customer keeps the new product in safe storage for cab with all the due care and diligence of a correct business entity.

15.3 In the case of processing with items not belonging to cab, cab is entitled to co-ownership of the new product up to the share resulting from the ratio in the value of the processed delivery item to the value of the remaining processed goods at the point in time of processing. Insofar as the customer acquires sole ownership of the new product, cab and the customer agree that the customer grants cab co-ownership of the new product in the ratio of the value of the processed delivery item to the value of the remaining processed goods at the point in time of processing.

15.4 In the event that the delivery item or new product is sold, the customer herewith also assigns to cab his claim on the purchaser arising from the resale as security, including all ancillary rights, without any further special declarations being necessary. The assignment applies including any payment balance demands. However, the assignment only applies up to the amount corresponding to the price of the delivery item invoiced by cab. Priority shall be given to satisfying the part of the payment demand assigned to cab.

15.5 If the customer connects the delivery item or the new product with land or movable property, he also assigns to cab his claim entitlement for remuneration of the connection as security, including all ancillary rights, without any further special declarations being necessary, in the ratio of the value of the delivery item respectively the new product to the other connected goods at the point in time of making the connection.

15.6 The customer is entitled to collect the claims assigned under 15.4 and 15.5 until the entitlement is cancelled. The customer shall forward the payments made for the assigned claims to cab without delay up to the amount of the secured claim. cab is entitled to cancel the customer's collection authority for good cause, particularly default in payment, cessation of payment, petition for insolvency, bill protest or justified signs of excessive debt or pending insolvency of the customer. Furthermore, after giving previous warning and on heeding a corresponding period of grace, cab may disclose the assignment of security, realise the assigned claims and demand disclosure of the assignment of security by the customer to the Purchaser.

15.7 Following authentication of a justified interest, the customer shall give cab all information necessary to assert cab's rights on the purchaser and hand over the necessary documents.

15.8 While the retention of ownership persists, the customer is prohibited from pledging or assigning as security. Re-sale is only permitted for resellers in the scope of correct business transactions and only on condition that payment of the counter-value of the delivery item is made to the customer. The customer shall also agree with the purchaser that the purchaser does not acquire ownership until this payment has been made. The customer shall

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inform cab immediately of any seizure, confiscation or any other third-party dispositions or interventions.

15.9 Insofar as the realisable value of the security rights to which cab is entitled exceeds the amount of all secured claims by more than 10%, cab shall release a corresponding part of the secured rights at the customer's request. cab is free to choose which of the various security rights shall be released.

16 Industrial property rights, copyrights

16.1 Unless agreed otherwise, cab is only obliged to supply the delivery item free of industrial property rights and third-party copyrights (referred to hereinafter as property rights) in the country of the customer. Insofar as a third party asserts justified claims against the customer for violation of property rights by the delivery item provided by cab when used for its contractual purpose, cab is liable to the customer within the period stipulated in Clause 19 as follows:

16.2 At its own costs, cab shall obtain either a right of use to the affected delivery item, change it so that the property right is not violated, or replace it. If this is not possible for cab under reasonably acceptable conditions, the customer is entitled to the same rights according to these General Business Conditions which apply in the case of failed supplementary fulfilment of defects.

16.3 cab's afore mentioned obligations only exist insofar as the customer informed cab of the third-party claims immediately in writing, a violation has not been detected and all defence measures and settlement negotiations are reserved for cab. The customer supports cab in doing so. If the customer ceases to use the delivery item for damage limitation or other important reasons, he is obliged to draw the third party's attention to the fact that the cessation of use does not constitute any acknowledgement of violation of property rights.

16.4 Claims from the customer are excluded insofar as he is responsible for the violation of the property rights.

16.5 Claims from the customer are also excluded insofar as the violation is caused by special requirements stipulated by the customer, insofar as the violation is caused by changes made to the delivery item or part thereof, insofar as the violation is caused by combination of the delivery item or part thereof in implementing a procedure, insofar as violation is caused after the customer has been warned or otherwise obtained knowledge of a possible violation, unless cab has given written approval to further violations.

16.6 In the case of violations of property rights, the customer claims stipulated in Nos. 16.1 and 16.2 are otherwise subject to the provisions of these General Business Conditions applying to a defect. This also applies to other defects of title.

16.7 Further claims of the customer on cab and its vicarious agents or other claims for defects of title than those stipulated in this Clause 16 are excluded.

17 Rights to software

17.1 The customer receives an unlimited, non-transferable and nonexclusive right of use for internal operation of the service for the software, its modifications, supplements, extensions and corresponding documentation belonging to cab's scope of service or delivered at a later point in time. cab remains sole holder of the copyrights.

17.2 Simultaneous storage or use of the software supplied by cab on more than one hardware is not permitted. The customer must not change, copy or otherwise duplicate this software. The production of one correspondingly marked backup copy is permitted.

17.3 The interface information required to establish interoperability can be obtained from cab on payment of an appropriate fee.

17.4 The customer undertakes to prevent unauthorised access of his staff and other third parties to the supplied software and the corresponding documentation by introducing suitable precautions, particularly storage of the original data carriers and backup copy in a secure place.

18 Offset

The customer can only offset amounts from claims which are undisputed or legally established.

19 Statute of limitations

19.1 The period of limitations for claims and rights for defects in the services – for any legal reason whatsoever – amounts to one year. However, this does not apply in cases of § 438 paragraph 1 No. 1 German Civil Code (defects of title for immovable items), § 438 paragraph 1 No. 2 German Civil Code (building work, items for building work), § 479 paragraph 1 German Civil Code (recourse claims of the entrepreneur) or § 634 a paragraph 1 No. 2 German Civil Code (building work or work consisting in the provision of planning or supervision services). The periods stated in the preceding sentence 2 are subject to a period of limitations of 3 years.

19.2 The periods of limitations according to Clause 19.1 also apply to all compensation claims on cab in the context of the fault, regardless of the legal basis for the claim. Insofar as compensation claims of any kind exist on cab which are not related with a claim, these are subject to the period of limitations according to Clause 19.1, sentence 1.

19.3 The periods of limitations as per 19.1 and 19.2 apply with the following proviso:

a) The periods of limitations do not generally apply in the case of intent or fraudulent concealment of a defect or insofar as cab has assumed a guarantee for the quality of the delivery item.

b) The periods of limitations also do not apply to compensation claims in the case of injuries to life and limb or health or violation of liberty, for claims according to the product liability law, for grossly negligent violation or for violation of material contractual obligations.

19.4 The period of limitations begins for all claims on delivery, or on acceptance for work performance.

19.5 Unless stipulated explicitly elsewhere, the statutory regulations on the start of the period of limitations, suspension of the period, stay and recommencement of the period remain unaffected.

19.6 The above provisions do not entail any change in the burden of proof to the detriment of the customer.

20 Governing law

Subject to the laws of the Federal Republic of Germany without referral to the standards of international private law and excluding the United Nations Convention on contracts for the International Sale of Goods

21 Place of jurisdiction

When the customer is a business entity, cab's place of business is the sole place of jurisdiction for all disputes arising from the contractual relationship.

22 Language clause; severability clause

22.1 If this agreement is translated into any other language than German, the German version remains the authoritative version.

22.2 If any of the afore mentioned provisions should be or become ineffective, this does not affect the validity of the remaining provisions. The ineffective or invalid provision shall be replaced by the corresponding statutory ruling, unless the parties reach legally effective agreement on another solution. The same applies to any loopholes in the contract.