



## GENERAL PAYMENT AND DELIVERY CONDITIONS

### § 1 Validity of the conditions, offers

- (1) The deliveries, services and offers of Pryde Group GmbH, hereinafter referred to as „seller“, are performed exclusively based on these General and our Specific Payment and Delivery Conditions. These are thus valid for all future business relationships, even if they are not once again expressly agreed on. Other conditions of the buyer are not valid unless these are individual agreements. These conditions are deemed to be accepted by no later than the time the buyer receives the products. Contrary confirmations of the buyer with reference to his business or purchasing conditions are hereby contradicted.
- (2) Unless anything else is agreed in writing, our offers are generally subject to change and non-binding.
- (3) Our sales staff are not authorised to make oral ancillary agreements or oral promises.
- (4) Drawings, illustrations, dimensions, weight and other performance data are only binding if this has been expressly agreed in writing

### § 2 Prices, price changes

- (1) All prices of the seller do not include a cash discount or other discounts and VAT will be added. The products will be delivered by Pryde Group GmbH, Taufkirchen delivery warehouse. Agreed additional services, e.g. costs for deliveries, are calculated separately unless there are deviating provisions in our Specific Payment and Delivery Conditions.
- (2) Price changes are permitted if there are more than four months between the conclusion of contract and the agreed delivery date. If the wages, material costs or market cost prices decrease or increase after this and up to the completion of the delivery, we are entitled to increase the price based on the cost increases. The orderer is only entitled to cancel his order if the price rise is not based on the market conditions.

### § 3 Design or model changes

The seller reserves the right to deliver the ordered products in the current design or model version or construction. Where this entails changes to or deviations from the agreed services, the seller is only entitled to changes or deviations if this is reasonably acceptable for the buyer taking into account the seller's interests.

### § 4 Delivery, delivery delays, part-deliveries

- (1) The dates and deadlines stated by the seller are non-binding unless anything else was expressly agreed in writing.
- (2) The delivery time or delivery date has been observed if until its expiry the delivered object has left the warehouse or confirmation of readiness for dispatch has been received.
- (3) Delivery and performance delays due to force majeure and/or events that not only temporarily make it much more difficult or impossible for the seller to provide the performance – this particularly includes strikes, lockouts, official orders, as well as unforeseen hindrances that are not the will of the supplier, insofar as such hindrances are proven to considerably affect the completion or delivery of the delivery object – are not the responsibility of the seller even if binding dates and deadlines have been agreed on. This also applies if the circumstances affect the subcontractors or the manufacturer. These circumstances entitle the seller to postpone the delivery or performance by the duration of the hindrance plus an appropriate period of grace. In the event of a hindrance of performance of an unforeseeable duration due to force majeure or the aforementioned events for which the seller is not responsible, the seller can completely or partly withdraw from the contract due to the unfulfilled part. The buyer may assert no claims for damages if the seller has without delay notified the buyer of these hindrances and events. The buyer may demand that the seller declare whether he will withdraw from the contract or provide the performance within an appropriate period of grace. If the seller provides no declaration, the buyer may withdraw from the contract. The buyer may assert no claims for damages.
- (4) Claims for damages of the buyer due to delays are based on Figure 10 of the General Payment and Delivery Conditions.
- (5) The seller is entitled at any time to provide part-deliveries and part-performances.
- (6) The observation of the delivery and performance obligations of the seller requires the on-time and proper fulfilment of the obligations of the buyer.
- (7) If the buyer defaults in accepting the delivery of the products, the seller is entitled to demand compensation for the damage he has suffered.

### § 5 Passage of risk, default of delivery

- (1) The risk is passed to the buyer as soon as the dispatch is given to the person performing the transport or has left the seller's warehouse for the purpose of dispatch. This also applies to part-deliveries or if the seller is carrying out other services, e.g. dispatch costs or transportation. If the dispatch is delayed at the request of the buyer, the risk is passed to him upon notification of the readiness for dispatch.
- (2) Upon the occurrence of a default in acceptance, the risk of possible worsening and accidental loss is passed to the buyer.

### § 6 Transport

- (1) All transport costs are borne by the buyer unless it is stated otherwise in our Specific Payment and Delivery Conditions or another agreement has expressly been made.
- (2) Insofar as the seller is entitled to assert claims for damages against a shipping contractor, these are assigned to the buyer.

### § 7 Retention of ownership and securing of claims

- (1) Until the fulfilment of all claims, including the receipt of all accounts receivable, which the seller is entitled to now or in the future irrespective of the legal ground, the seller is granted the following securities, which he shall on request release based on his choice, insofar as their value lastingly exceeds the claims by more than 20 percent.
- (2) The product remains the property of the seller. Processing or reforming always occur for the seller as a manufacturer, but without any obligation for him. If the (co-)ownership of the seller expires due to combining with other products, it shall be agreed now that the (co-)ownership of the buyer of the unified product be proportionately (invoice value) transferred to the seller. The buyer shall store the co-owned product of the seller free-of-charge. Products that are (co-)owned by the seller shall be described in the following as conditional commodities.
- (3) The buyer is entitled to process and sell the conditional commodity in a proper business transaction, as long as he is not in default. Pledges or property transfers by way of security are not permitted. The claims with regard to the conditional commodity, including all claims for accounts receivable, resulting from the further sale or another legal ground (insurance, unpermitted action) shall now be assigned by the buyer, in full and as a security, to the seller. The seller irrevocably authorises him to collect the claims assigned to the seller on his account and in his own name. This col-

lection authorisation can be revoked if the buyer does not properly fulfil his payment obligations.

- (4) In the event of access of third parties to the conditional commodity, in particular pledges, the buyer shall notify them that this is the property of the seller and notify the seller without delay so that the seller can assert his property rights. Insofar as the third party is incapable of reimbursing the seller the court and out-of-court costs that are incurred in connection with this, the buyer shall accept liability for this.
- (5) If the buyer acts in violation of the contract – in particular default in payment – the seller is entitled to take back the conditional commodity or, if applicable, demand that the buyer surrender his rights to recover possession from a third party. Neither the taking back nor the pledge of the conditional commodity by the seller infer a withdrawal from the contract.

### § 8 Payments, offsetting of payments, default interest, offset, right of retention and abatement

- (1) For all payment obligations of the buyer the seller's Specific Payment and Delivery Conditions in their respectively valid version additionally apply. This also applies to the granting of cash discounts.
- (2) In spite of contradictory provisions of the buyer, the seller is entitled to initially offset payments against the former's older debts and shall inform the buyer about the type of offsetting that has occurred. If costs and interest have already been incurred, the seller is entitled to initially offset the payment against the costs, then against the interest and finally against the principal service.
- (3) A payment is only made once the seller has received the amount. In the event of cheques, the payment is only made once the cheque has been cashed. If cheques are accepted, this is on account of performance but not in lieu of the performance of this payment.
- (4) If the buyer defaults, the seller is entitled to demand penalty interest on arrears in the legally stipulated amount per month. This interest shall be at a lower rate if the buyer can provide proof of a lesser burden. The seller is permitted to provide proof of a higher damage.
- (5) If the seller becomes aware of circumstances that raise doubts about the creditworthiness of the buyer, in particular if a cheque is unable to be cashed or if the buyer ceases his payments, or if the seller becomes aware of other circumstances that raise doubts about the creditworthiness of the buyer, the seller is entitled to demand payment of the entire residual debt, even if he has accepted cheques. In this case, the seller is also entitled to demand advance payments, or only make deliveries subject to cash on delivery, or demand the furnishing of a security.
- (6) The buyer is only entitled to offset, withhold or reduce payments, even if notice of faults or counter-claims have been put forward, if the counter-claims are legally binding or undisputed.
- (7) Bills of exchange shall only be accepted as payment provided that any bank or discount charges and collection expenses are reimbursed. Bills of exchange with a fixed date of more than three months shall not be accepted unless an agreement has been made to the contrary.

### § 9 Warranty

- (1) Above and beyond the legal warranty reasons, the seller in particular accepts no warranty for damages caused by failure to observe technical instructions of the seller or the manufacturer, unsuitable and improper use, incorrect assembly or commissioning by the buyer or third parties, natural wear and tear, incorrect or negligent treatment, chemical, electrochemical or electrical influences.
- (2) The buyer must without delay notify the seller in writing of any defects, by no later than four weeks after receipt of the delivery object. The seller must be notified without delay in writing of any defects that are unable to be discovered within this period after a thorough check as soon as they have been discovered.
- (3) In the event of notification of the buyer that the products do not correspond to the warranty, the buyer must without delay notify the seller of this and prepare the faulty product for collection by a representative of the seller. If the rectification of defects fails after the granting of a reasonable period of grace, the buyer can choose to either withhold payment or demand a cancellation of the contract.
- (4) The warranty term for every product is 12 months unless there is a written agreement and other promise to the contrary – and begins with the delivery of the product to the buyer. This does not apply to claims on account of intent or gross negligence, damages due to injury of life, limb or health or claims on account of unpermitted actions or the Product Liability Law.
- (5) Claims for damages of the buyer due to defects are defined in accordance with Figure 10 of these General Payment and Delivery Conditions.

### § 10 Liability, exclusions and limitations of liability

- (1) The seller shall be liable without limitation for intent and gross negligence.
- (2) For slight negligence the seller accepts liability only for the damage typical to the contract foreseeable upon conclusion, insofar as there is a breach of a material duty which is essential to the proper execution of the contract and on whose fulfilment the buyer may regularly rely („cardinal obligation“). This shall in particular include such obligations which protect material contractual legal positions of the buyer which the contract must grant to it according to its content and purpose.
- (3) The above liability limitations or exclusions shall not apply to claims resulting from malicious behaviour, gross fault, if guarantees or promised properties exist, to claims in accordance with the German Product Liability Law, to damages due to the injury of cardinal obligations, to claims for recourse pursuant to Sec. 478 of the German Civil Code (BGB) as well as damages due to the injury of life, body or health, freedom or sexual self-determination.
- (4) Insofar as the liability of the seller is excluded or limited, this also applies to the personal liability of the employees, colleagues, representatives and vicarious agents of the seller.

### Sec. 11 Applicable law, legal venue, partial invalidity

- (1) For these business conditions and all legal relationships between seller and buyer, the law of the Federal Republic of Germany shall apply under exclusion of the UN Convention on the International Sale of Goods (CISG).
- (2) These General Terms and Conditions are issued in different languages. In the event of any contradictions between the respective versions, the German version shall take priority. In case of a dispute, only the German version shall be binding.
- (3) Insofar as the buyer is a businessman as defined in the German Commercial Code, a legal entity under public law or a special asset under public law, Munich shall be the exclusive legal venue for all disputes arising directly or indirectly from the contractual relationship.
- (4) If a provision of these General Terms and Conditions or a provision of another agreement is or becomes invalid, the validity of the remaining provisions or agreements shall not be affected. The buyer and the seller are aware of the case law of the German Federal Supreme Court pursuant to which a severability clause only reverts the burden of proof. However, it is the express wish of the buyer and the seller to maintain the effectiveness of the other contractual provisions under any circumstances and thus to waive Sec. 139 BGB.