

General Terms and Conditions of Sale, MeisterSinger GmbH & Co. KG

§ 1 Scope

- (1) These General Terms and Conditions of Sale (GTCS) apply to all our business relationships with commercial enterprises (Customers).
- (2) Our GTCS shall apply exclusively. We do not recognise conflicting, different or additional terms of business of the Customer unless we have expressly agreed to their validity in writing.

§ 2 Conclusion and content of the contract; written form requirement; rights reserved

- (1) Our quotations are subject to change and non-binding insofar as they are not expressly marked as binding.
- (2) Legally relevant declarations and notifications provided by the Customer to us after the conclusion of the contract (e.g. deadlines, payment reminders, notices of defects) must be made in writing to be valid. For compliance with the written form requirement, transmission by telefax or e-mail is sufficient.
- (3) We reserve all rights of ownership, copyright and intellectual property rights to all documents and materials provided by ourselves to the Customer.

§ 3 Terms of Delivery

All deliveries are EXW Münster (Incoterms 2010).

§ 4 Terms of Payment, Offsetting and Retention Rights

- (1) Our invoices are due and payable by the agreed due date of payment in the euro currency (€).
- (2) After the expiration of the relevant payment period and without further action, in particular without a payment reminder, the Customer shall fall into arrears.
- (3) The Customer shall only be entitled to offsetting and to claim a right of withholding to the extent that the counterclaim is uncontested, is at a stage appropriate for adjudication or is legally enforceable.

§ 5 Delivery; partial performance

- (1) The Customer is informed that our delivery capacity is to a great extent dependent on the proper and punctual delivery by our suppliers and we are not ordinarily able to predict or make firm commitments of exact delivery times and quantities. We are not responsible for missing, incorrect or late delivery by our suppliers, unless we have caused it through culpable conduct.
- (2) We are entitled to provide partial services if and to the extent that such partial services are reasonable for the customer.

§ 6 Retention of Title

- (1) Goods supplied by us to the Customer remain our property until payment has been settled in full. To the extent permitted by the law applicable to retention of title, the retention of title shall remain in force until the full payment of all claims arising from the business relationship with the Customer. If the Customer intends to ship goods under retention of title to a place outside Germany or if our delivery is made to such a place, the Customer is obliged to take immediate steps at his own expense to comply with the local legal requirements for establishment and maintenance of our retention of title and to inform us immediately of such steps taken.
- (2) The Customer shall store goods under retention of title without charge for ourselves. He must handle the goods with care and take out adequate insurance against fire, water damage or theft at their replacement value.
- (3) The Customer is not authorised to pledge the goods under retention of title or assign them as security. In the event of the seizure of the goods under retention of title or other intervention by a third party, the Customer must provide express notification of our ownership and inform us immediately in writing so that we are able to pursue our ownership rights.

§ 7 Liability for Defects

- (1) We assume liability for defects in accordance with statutory regulations, while retaining right of choice in regard to type of remedy.

- (2) Any claims for compensation by reason of defects shall be approved only in accordance with § 8 of these GTCS.
- (3) Claim for defects shall be time-barred within one year from delivery, except in a case of § 8(1). In this case, the claims of a Customer shall be time-barred within the statutory deadlines. Sections 478 and 479 of the German Civil Code (BGB) shall not be affected.

§ 8 Liability

- (1) We assume liability under statutory regulations in the event of intentional act, gross negligence, culpable harm to life, body or health, the acceptance of warranty or procurement risk and in cases of liability under the Product Liability Law.
- (2) We also assume liability in the case of a simple negligent breach of significant contractual obligations, that is to say such obligations under which the orderly execution of the contract is only possible when fulfilled, and concerning which the Customer ordinarily relies on compliance and is entitled to do so. In this event, our liability is notwithstanding limited to the extent of foreseeable damage typical of the contract upon the conclusion of the contract.
- (3) Any further form of liability is excluded.
- (4) The above provisions also apply to the extent that damage is caused by our executive bodies, legal representatives, employees or other agents.
- (5) To the extent that our liability is excluded or limited by the above provisions, this exclusion or limitation shall also apply to the personal liability of our executive bodies, legal representatives, employees or other agents.

§ 9 Governing Law and Competent Jurisdiction

- (1) The business relationship between us and the Customer is governed exclusively by the laws of the Federal Republic of Germany. The UN sales convention (CISG) does not apply.
- (2) If the Customer is a merchant or has no general legal domicile in the Federal Republic of Germany, the exclusive – and international – jurisdiction in all disputes arising from the business relationship between us and the Customer is our head office in Münster. Mandatory statutory provisions concerning exclusive jurisdiction remain unaffected.