

General Terms and Conditions for Assembly, Customer Service, Commissioning and Repair Services of Eugen Riexinger GmbH & Co. KG



§ 1 SCOPE OF REGULATION

1. The General Terms and Conditions apply to assembly, customer service, commissioning and repair services (hereinafter referred to as contractual services) of Eugen Riexinger GmbH & Co. KG (hereinafter referred to as Riexinger).
2. The General Terms and Conditions shall not apply to consumers within the meaning of § 13 BGB (German Civil Code).
3. The General Terms and Conditions shall not apply to consumers within the meaning of § 13 BGB (German Civil Code).
4. Business correspondence sent by Riexinger by e-mail or printed using electronic data processing, e.g. order confirmations, invoices, payment reminders, etc., are valid and legally binding without a signature.
5. The terms and conditions of Riexinger apply exclusively. Conflicting or deviating terms and conditions of the customer will not be accepted unless their validity has been expressly agreed in writing. The terms and conditions shall also apply if Riexinger provides the contractual service to the customer without reservation in the knowledge that the customer's terms and conditions conflict with or deviate from these terms and conditions.

§ 2 OFFER AND CONCLUSION OF CONTRACT

1. The customer's order represents a binding offer which Riexinger can accept by means of a written order confirmation or by providing the contractual services in accordance with § 1, item 1). Previously submitted quotations or cost estimates are subject to change without notice.

2. The parties waive the application of the regulations in § 312 g, paragraph 1, sentence 1 nos. 1 to 3 BGB in electronic business transactions. Confirmations of receipt of orders placed in electronic commerce (e-mail) do not imply any binding acceptance of the order. The confirmation of receipt can nevertheless be issued with the declaration of acceptance. Riexinger will store the contract text in electronic business transactions when placing the order and will send these General Terms and Conditions to the customer by e-mail upon request.
3. Copyrights and property rights, in particular reproduction and distribution rights to illustrations, drawings and other documents provided by Riexinger to the customer as a result of the offer, remain reserved. The customer requires the express written consent of Riexinger before passing them on to third parties. If the order does not materialise, the documents must be returned to Riexinger.

§ 3 PRICES AND TERMS OF PAYMENT

1. The agreed price in Euro plus value added tax in the respective statutory amount shall be decisive. The contractual services shall be invoiced on the basis of time unless a flat rate price has been expressly agreed. As a rule, binding prices are quoted on the basis of a written cost estimate in which all details and the materials and work required for the performance of the contract are to be listed in detail, stating the price. Riexinger is bound by such a cost estimate if the order is placed within four weeks of receipt of the cost estimate by the customer.
2. Payment shall be due without deduction after acceptance of all services, immediately after invoicing (date of invoice). Other terms of payment are

stated in the invoice. Riexinger reserves the right to demand advance payment.

3. Riexinger is entitled to withhold services from other customer orders in the event of default in payment and to demand immediate payment of all services owed. If payment is in arrears, Riexinger is entitled to perform the new service at its reasonable discretion (§ 315 BGB) and taking into account the agreed conditions.
4. Price increases are possible if, after conclusion of the contract, certain difficulties arise for Riexinger's performance which the customer has not notified in writing prior to submitting an offer.

§ 4 CUSTOMER OBLIGATIONS

1. The customer is obliged to provide technical support for Riexinger's services at his own expense. The cooperation actions refer in particular to
 - a) provision of forklift trucks, crane systems,
 - b) other technical equipment, if necessary.
2. The customer must make the acts of cooperation in accordance with § 4 (1) available to Riexinger in such a way as to enable Riexinger to meet the agreed assembly time. Plans, instructions, etc. required by Riexinger must be submitted by the customer in good time.
3. If the customer does not fulfil the obligations according to § 4 numbers 1.) and 2.) or does not fulfil them in time, Riexinger is entitled, after setting a deadline, to carry out the required fulfilment of obligations instead of the customer or to have them carried out by third parties, in each case at the customer's expense. Riexinger is not obliged to perform a substitute perfor-

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LEGAL DISCLOSURES

Company seat: Bad Liebenzell
Register entry: HRA 730837, Amtsgericht Stuttgart
Managing director: Markus Theobald
VAT ID No.: DE299041815
Personally liable partner
Eugen Riexinger Verwaltung GmbH
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mance. Otherwise, Riexinger's statutory claims shall remain unaffected.

§ 5 TIME OF PERFORMANCE AND DURATION OF CONTRACT / NOTICE OF TERMINATION

1. If Riexinger has specified production periods for the contractual services and these have been made the basis for placing the order, such periods shall be extended by the duration of the delay in the event of strike and in cases of force majeure.
2. The execution and production deadlines are met if the contractual services have been concluded and are ready for acceptance without the acceptance itself having to take place within this period. The same applies in the case of a contractually agreed test.
3. To the extent that Riexinger has to provide installation parts for the performance of the contractual services, the specified execution periods shall apply subject to Riexinger receiving its own supplies in good time from its suppliers. The conclusion of the contract is therefore subject to the condition that Riexinger is supplied by its own suppliers.

§ 6 ACCEPTANCE

1. The customer is obliged to accept as soon as Riexinger has notified him of the execution of the contractual services and any contractually required testing has taken place. Riexinger will remedy the defect in the event of execution in breach of contract. This does not apply if the defect is irrelevant to the interests of the customer or is based on a circumstance for which the customer is responsible.
2. If acceptance is delayed without Riexinger's fault after notification, acceptance shall be deemed to have taken place two weeks after notification.

3. Upon acceptance, Riexinger's liability for recognizable defects shall cease, unless the customer has reserved the right to assert such defects against Riexinger in writing.

§ 7 LIABILITY FOR DEFECTS

1. Riexinger warrants against any defects by repair or replacement at its discretion. If Riexinger seriously and finally refuses performance or if Riexinger refuses to remedy the defect or subsequent performance due to disproportionate costs or if this has objectively failed, the customer may, at his discretion, demand a reduction in payment (reduction) or rescission of the contract (rescission).
2. The customer shall not be entitled to withdraw from the contract if the breach of duty is insignificant.
3. The warranty does not apply if Riexinger has not been given a reasonable period of time or opportunity to carry out the necessary remedial measures at its discretion. Only in urgent cases of danger to operational safety, to avert disproportionately large damage or if Riexinger is in default of remedying the defect, shall the customer be entitled to remedy the defect himself or have it remedied by a third party against reimbursement of the necessary costs by Riexinger. The prerequisite for this is the immediate notification of damage to Riexinger.
4. To the extent necessary to remedy the defect, Riexinger shall bear the costs of the spare part including dispatch, the costs of installation and removal as well as the costs of the fitters including travel and accommodation costs, whereby Riexinger shall be entitled to carry out this work by its own personnel. In the case of replacement deliveries, the replaced parts become the property of Riexinger at the expense of the customer. Additional costs resulting from difficult access to the system or due to

insufficient working space shall be borne by the customer.

5. The defect removal procedure must be carried out at the place where Riexinger performed the contractual service. Should this not be possible, the warranty shall be limited, at Riexinger's option, to free replacement delivery free of charge and within the European Union and the European Economic Area free of freight charges for the elimination of the defective contractual service or repair at the location of the customer's head office. Additional costs due to rectification measures at a place other than the place of performance of the contractual service, such as travel costs, accommodation, meals, expenditure of time, etc., shall be borne by the customer. Riexinger is entitled to make subsequent performance dependent on the prior payment of these additional costs.
6. For claims for damages due to a defect § 8 applies.

§ 8 LIABILITY FOR DAMAGES

1. Riexinger's liability for contractual breaches of duty as well as tort is limited to intent and gross negligence as well as to compensation for typical damages. This does not apply to injury to life, body and health of the customer, claims due to the breach of cardinal obligations, i.e. obligations arising from the nature of the contract and the breach of which endangers the achievement of the purpose of the contract, as well as compensation for damage caused by delay (§ 286 BGB). In this respect Riexinger is liable for every degree of fault. As far as damages are concerned which do not result from the injury to life, body and health of the customer, Riexinger is only liable for the typically occurring damage. The aforementioned exclusion of liability also applies to slight negligent breaches of duty by Riexinger's vicarious agents.

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2. If the customer suffers damage as a result of Riexinger's delay, the customer is entitled to claim a lump-sum compensation for the delay. This shall amount to 0.5 % in total for each completed week of delay as part of a lump-sum compensation for delay, but not more than 5 % of the invoice value of the contractual services, consisting of installation parts and assembly services without incidental costs such as value added tax, freight costs, travel costs, accommodation costs, allowances, etc..
3. Insofar as liability for damages which are not based on injury to life, body or health of the customer is not excluded for slight negligence, Riexinger's liability is limited to € 5,000,000 for property damage and € 500,000 for pecuniary loss, whereby such claims become statute-barred within one year, beginning with the occurrence of the claim or, in the case of claims for damages due to a defect, from acceptance.
4. If the liability for damages against Riexinger is excluded or limited, this shall also apply with regard to the personal liability for damages of Riexinger's employees, workers, representatives and vicarious agents.
5. Riexinger shall not be liable for loss of profit, loss of savings, damage from third-party claims and other indirect or consequential loss or damage, or for the loss of recorded data, unless Riexinger has created a special case of trust in this respect. Riexinger is only liable for the retrieval of data if the customer has ensured that the data can be reconstructed from other data material with reasonable effort.
6. For claims for reimbursement of expenses - with the exception of claims according to § 635 para. 2 BGB - § 8 shall apply accordingly.

§ 9 SET-OFF AND RIGHTS OF RETENTION

1. The customer shall only be entitled to set-off rights if his counterclaims have been legally established, are undisputed or acknowledged by Riexinger.
2. Rights of retention are excluded unless the customer's counterclaim originates from the same contractual relationship and is undisputed or legally established.

§ 10 LIMITATION OF OWN CLAIMS AND FORM OF DECLARATIONS

1. Claims of Riexinger for payment become statute-barred in five years, deviating from § 195 BGB. Regarding the beginning of the limitation period, § 199 BGB applies.
2. Rechtserhebliche Erklärungen und Anzeigen, die der Kunde gegenüber Riexinger oder einem Dritten abzugeben hat, bedürfen der Schriftform.

§ 11 PLACE OF PERFORMANCE, CHOICE OF LAW, PLACE OF JURISDICTION

3. Unless otherwise stipulated in the contract, the place of performance and payment shall be Riexinger's place of business. The statutory provisions on the place of jurisdiction shall remain unaffected, unless otherwise stipulated in the special provision of Item 3.).
4. This contract shall be governed by the laws of the Federal Republic of Germany.
5. The exclusive place of jurisdiction for contracts with merchants, legal entities under public law or special funds under public law is the court responsible for the registered office of Riexinger.

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