

GENERAL TERMS AND CONDITIONS

Assembly, Customer Service, Commisioning and Repair Services

of

Eugen Riexinger GmbH & Co. KG
Egartenring 2
75378 Bad Liebenzell
Deutschland

– hereinafter referred to as „RIEXINGER“ –

Valid as of 01 June 2019

§ 1 Scope of regulation

1. The GTC apply to assembly, customer service, commissioning and repair services (hereinafter referred to as contractual service) of Eugen Riexinger GmbH & Co. KG (hereinafter also referred to as "RIEXINGER").
2. The GTC do not apply to consumers within the meaning of § 13 BGB.
3. The GTC shall apply in current business relations in the respective valid form, in particular without express reference, for all future business, also in the case of verbal or telephone follow-up orders.
4. Business correspondence sent by RIEXINGER by e-mail or printed out in electronic data processing procedures, e.g. order confirmations, invoices, payment reminders, etc., are valid and legally binding without signature.
5. The terms and conditions of RIEXINGER shall apply exclusively. Any terms and conditions of the customer that conflict with or deviate from the GTC shall not be recognised 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 constitutes a binding offer which RIEXINGER may accept by written order confirmation or by rendering the contractual services pursuant to § 1 item 1). Offers or cost estimates submitted beforehand are subject to change.
2. The parties waive the application of the regulations in § 312 g, paragraph 1, sentence 1 no. 1 to 3 BGB in electronic business transactions. Confirmations of receipt of orders in electronic transactions (e-mail) do not constitute a binding acceptance of the order. The confirmation of receipt can nevertheless be submitted with the declaration of acceptance. RIEXINGER will save the text of the contract when placing an order in electronic business transactions and send these GTC to the customer by e-mail upon request.

3. Copyright and property rights, in particular reproduction and distribution rights to illustrations, drawings and other documents, which are provided to the Customer by RIEXINGER in connection with the offer, shall remain reserved. The Customer shall require the express written consent of RIEXINGER before passing them on to third parties. If the order does not materialise, the documents shall be returned to RIEXINGER.

§ 3 Prices and Terms of payment

1. The agreed price in euros plus value added tax at the respective statutory rate shall be decisive. The contractual services shall be invoiced on a time basis unless a lump sum price has been expressly agreed. As a rule, binding price quotations shall be made on the basis of a written cost estimate in which all details and the materials and work required for the performance of the contract shall be listed in detail, stating the price. RIEXINGER is bound by such a cost estimate if the order is placed within four weeks after receipt of the cost estimate by the customer.
2. The remuneration is due for payment after acceptance of all services without deductions, immediately after invoicing (date of invoice). Other payment terms result from the invoice. RIEXINGER reserves the right to demand advance payment.
3. In the event of default in payment, RIEXINGER shall be entitled to withhold services from other customer orders and to make all services owed due immediately. If payment in arrears is made, RIEXINGER shall be entitled to provide 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 impediments to the provision of services by RIEXINGER arise which the customer did not notify in writing before submitting the offer.

§ 4 Customer obligations

1. The Customer shall be obliged at its own expense to provide technical support for the services of RIEXINGER. The acts of cooperation refer in particular to
 - a) provision of forklift trucks, crane equipment,

- b) other technical equipment, if necessary.
- 2. The Customer shall provide the cooperation pursuant to § 4 item 1.) in such a way that RIEXINGER is able to comply with the agreed installation 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 in accordance with § 4 clauses 1.) and 2.) or does not fulfil them in good time, RIEXINGER is entitled, after setting a deadline, to carry out the necessary fulfilment of obligations instead of the customer or to have it carried out by third parties, in each case at the expense of the customer. RIEXINGER shall not be obliged to carry out a substitute performance. Otherwise, the statutory claims of RIEXINGER shall remain unaffected.

§ 5 Performance period and contract duration / termination

- 1. If RIEXINGER has specified production deadlines with regard to the contractual services and made them the basis of the order placement, such deadlines 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 shall be deemed to have been met if the contractual services have been completed and are ready for acceptance, without the acceptance itself having to take place within this period. The same applies in the event of a contractually stipulated trial.
- 3. Insofar as RIEXINGER has to provide installation parts for the execution of the contractual services, the specified execution deadlines shall apply subject to the timely delivery to RIEXINGER by its supplier. The conclusion of the contract is therefore subject to the condition of self-delivery.

§ 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. In the event of execution contrary to the contract, RIEXINGER shall remedy the defect. This does not apply if the defect is insignificant for the interests of the customer or is based on a circumstance for which the customer is responsible.

- 2. If acceptance is delayed after notification by RIEXINGER through no fault of RIEXINGER, acceptance shall be deemed to have taken place after the expiry of two weeks after notification.
- 3. Upon acceptance, RIEXINGER's liability for recognisable defects shall lapse, unless the customer has reserved the right to assert this against RIEXINGER in writing.

§ 7 Liability for defects

- 1. RIEXINGER shall, at its discretion, provide warranty for any defects by rectification or new production. Insofar as RIEXINGER seriously and finally refuses performance or RIEXINGER refuses the rectification of defects and subsequent performance due to disproportionate costs or this has objectively failed, the customer can demand a reduction of the remuneration (abatement) or cancellation of the contract (withdrawal) at his discretion. 2.
- 2. The customer shall not be entitled to withdraw from the contract if the breach of duty is insignificant. 3.
- 3. The warranty shall lapse if RIEXINGER has not been given reasonable time or opportunity to carry out the measures necessary to remedy the defect at its discretion. Only in urgent cases of danger to operational safety, to avert disproportionately large damage or if RIEXINGER is in default with the rectification of defects, the customer is entitled to rectify the defect himself or have it rectified by third parties against reimbursement of the necessary costs by RIEXINGER. The prerequisite for this is the immediate notification of damage to RIEXINGER. 4.
- 4. Insofar as it is necessary to remedy the defect, RIEXINGER shall bear the costs of the replacement part including shipping, the costs of installation and removal as well as the costs of the fitters including travel and accommodation costs, whereby RIEXINGER is entitled to carry out this work by its own personnel. In the case of replacement deliveries, the replaced parts shall become the property of RIEXINGER at the expense of the customer. Additional costs incurred due to more difficult access to the system or due to insufficient working space shall be borne by the customer.
- 5. The defect rectification procedure shall be carried out at the place where RIEXINGER has performed the contractual

service. Should this not be possible, the warranty shall be limited, at the discretion of RIEXINGER, to free of charge and carriage paid replacement delivery within the European Union and the European Economic Area for the elimination of the defective contractual performance or rectification of the defect at the location of the Customer's principal place of business. Additional costs incurred by rectification measures at a location other than the place of performance of the contractual service, such as travel costs, accommodation, catering, time expenditure, etc., shall be borne by the customer. RIEXINGER shall be entitled to make the subsequent performance dependent on the prior payment of these additional costs. 6.

6. Claims for damages due to a defect are subject to § 8.

§ 8 Liability for damages

1. The liability of RIEXINGER for breaches of contractual obligations as well as from tort is limited to intent and gross negligence as well as to compensation for the typically occurring damage. This shall not apply in the event of 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 jeopardises the achievement of the purpose of the contract, as well as compensation for damages caused by delay (§ 286 BGB). In this respect RIEXINGER shall be liable for any degree of fault. Insofar as damages are concerned which do not result from the injury to life, body and health of the customer, RIEXINGER shall, however, only be liable for the typically occurring damage. The aforementioned exclusion of liability also applies to slight negligent breaches of duty by RIEXINGER's vicarious agents.

2. If the customer incurs damage as a result of delay on the part of RIEXINGER, the customer shall be entitled to claim a lump-sum compensation for delay. This amounts to 0.5 % in total for each full week of the delay within the framework 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 ancillary costs such as e.g. value added tax, freight costs, travel costs, accommodation costs, allowance, etc. 4.

3. Insofar as liability for damages which are not based on injury to life, body and health of the customer is not excluded for slight negligence, the liability of RIEXINGER shall be limited to € 5,000,000.00 for material damage and to € 500,000.00 for pecuniary damage, whereby such claims shall become statute-barred within one year, commencing with the accrual of the claim or, in the case of claims for damages due to a defect, from the date of acceptance.

4. Insofar as 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, representatives and vicarious agents.

5. RIEXINGER shall not be liable for lost profits, missed savings, damages from claims of third parties and other indirect damages and consequential damages as well as for the loss of recorded data, unless RIEXINGER has created a special basis of trust in this respect. RIEXINGER shall only be liable for the recovery 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 pursuant 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 its counterclaims have been legally established, are undisputed or have been recognised by RIEXINGER. 2.

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 are subject to a limitation period of five years in deviation from § 195 BGB. With regard to the beginning of the limitation period § 199 BGB applies.

2. Legally relevant declarations and notifications which the customer has to make to RIEXINGER or a third party must be made in writing.

§ 11 Place of performance, choice of law, place of jurisdiction

1. Unless otherwise stipulated in the contract, the place of performance and payment shall be the registered office of RIE XINGER. The statutory regulations on the places of jurisdiction shall remain unaffected, unless something else arises from the special regulation in point 3.)
2. The law of the Federal Republic of Germany shall apply to this contract.
3. The exclusive place of jurisdiction for contracts with merchants, legal entities under public law or special funds under public law shall be the court responsible for the registered office of RIE XINGER.