

Standard Sales and Delivery Terms and Conditions

I. General – scope of application

- 1.1 The following Standard Sales and Delivery Terms and Conditions apply to all business relations between Richard Geiss GmbH (hereafter "the Contractor") and a customer (hereafter: "the Customer"), including the provision of services by the Contractor for the Customer. The applicable version of these Standard Sales and Delivery Terms and Conditions in force at the time the particular Contract is concluded is relevant.
- 1.2 *Consumers* within the meaning of these Standard Sales and Delivery Terms and Conditions are natural persons that conclude a legal transaction with the Contractor for purposes that cannot be attributed to either their commercial or their independent professional activities. *Entrepreneurs* within the meaning of these Standard Sales and Delivery Terms and Conditions are natural or legal entities or partnerships capable of concluding legal transactions that, at the time a legal transaction is concluded with the Contractor are acting in the exercise of their commercial or their independent professional activities. These Standard Sales and Delivery Terms and Conditions apply solely to legal transactions between the Contractor and Customers who are acting as entrepreneurs at the time the legal transaction is concluded.
- 1.3 Standard terms and conditions of the Customer that differ from or contradict or are complementary to these Standard Sales and Delivery Terms and Conditions – subject to express written consent on its part - will not be accepted by the Contractor and are not part of the Contract. This will also apply should the Contractor, although aware of differing, contrary or complementary terms and conditions of the Customer, carry out the service to which it is obliged.

II. Conclusion of Contract

- 2.1 The presentation and description of the Contractor's goods – also in the Internet – does not constitute an offer on the part of the Contractor but is a non-binding invitation to the Customer to purchase. The right is reserved to make necessary changes to the shape, colour or weight of the goods for technical reasons within quantity and quality tolerances customary in the trade. Differences in the stated quantity of 10% more or less for technical safety reasons and filling conditions are considered differences that are customary in the trade and also in conformity with the Contract. Full account will be taken of such deviations in performance and quantity in the total invoice amount.
- 2.2 In ordering the desired goods, the Customer makes his binding offer to conclude a Contract. The Contractor will confirm immediately that it has received the Customer's order. The confirmation of receipt itself does not constitute a binding acceptance of the order. The confirmation of receipt will only constitute acceptance if this is expressly declared by the contractor in writing. Mere receipt of an order submitted by telephone does not constitute binding acceptance on the part of the Contractor.
- 2.3 The Contractor is entitled to accept the offer to conclude the Contract for the order within two weeks of the Customer submitting its order. In the case of goods ordered by electronic means, the Contractor is entitled to accept the order within seven days of the Customer submitting its order. The Contractor is entitled to reject the order within the acceptance period, after checking the Customer's credit worthiness for example.
- 2.4 Should the Customer order the goods electronically, the text of the contract will be stored by the Contractor and sent to the Customer together with these Standard Sales and Delivery Terms and Conditions by e-mail after the Contract has been concluded.

III. Purchase price and payment

- 3.1 As a matter of principle, the Contractor's prices are to be understood as subject to the addition of value added tax. The invoice will be issued on the basis of quantities or weights provided by the Contractor. The invoice can however be issued on the basis of quantities or weights determined by the Customer should this have been established by means of calibrated scales and the goods have been transported at the Contractor's risk.
- 3.2 Unless anything different has been agreed, the purchase price is due at the time the goods are delivered or picked up.
- 3.3 In the event of payment arrears, the Customer will be required to pay interest at the rate of 8 percentage points above base rate on the outstanding amount. The Contractor is free to claim higher damages that it might have incurred.
- 3.4 Bills of exchange and cheques will only be accepted on account of performance; that will not be considered payment until redeemed and not charged back within the period of time normal with banks. Customary bank charges will be borne by the Customer.
- 3.5 The Customer is only entitled to offset its claims provided its counter-claims have been established in law or are undisputed. The Customer may only withhold payment when its counter-claim relates to the same contractual relationship.

IV. Delivery

- 4.1 All delivery dates are agreed individually between the Contractor and the Customer and are binding.
- 4.2 The results of force majeure – which also include restrictions imposed by public law as well as strikes and lockouts – will entitle the Contractor to rescind the Contract provided that the Contractor is not responsible for the event of force majeure. Compensation on account of non-fulfilment or arrears is excluded in such cases. The Contractor is required to inform the Customer of such events immediately. The Customer is then also entitled to rescind the Contract.
- 4.3 Should the Contractor be in arrears with its delivery, the Customer will be entitled to set a reasonable grace period and, after it has expired without the desired result, to rescind the Contract. The Customer may only claim compensation on account of non-fulfilment after the grace period has expired without the desired result if the delay in delivery is due to deliberate or grossly negligent behaviour on the part of the Contractor, its legal representative or vicarious agent.

V. Transfer of risk

- 5.1 The risk of accidental destruction and accidental deterioration of the goods passes to the customer at the time the goods are handed over, in the case of a sales shipment when the goods are delivered to the transport company, freight forwarder or other persons or institutions appointed to deliver the shipment. The time of the handover is irrelevant should the Customer be in arrears in accepting the shipment.
- 5.2 Unloading and storing the Das the goods is all cases the Customer's responsibility.
- 5.3 Should delivery be made in tanker vehicles and settling tanks, the Customer is required to ensure on its own responsibility the flawless condition of its tanks or other storage containers and to ensure the connection of the filling pipes to its reception system. The Client's responsibility in this case is limited to operating the installations belonging to the vehicle.
- 5.4 Should the Contractor's employees provide assistance in unloading or emptying the tanks at the Customer's express request and should the goods be damaged or other damage be incurred in the process, they will be acting at the Customer's own risk and not as the Contractor's vicarious agents.
- 5.5 The above provisions will also apply as appropriate in the event of delivery by third party haulage companies. Third parties' liability will not be affected.

VI. Refusal to accept the shipment

Should the Customer refuse to accept the shipment, following the expiry of a reasonable grace period without the desired result, the Contractor is entitled to demand either the acceptance of all or part of the order or rescission or compensation on account of non-fulfilment.

In the event of compensation on account of non-fulfilment, the Contractor is entitled to demand a lump-sum amount of 30% of the purchase price without any further proof. This will not apply should the Customer be able to prove that no damage was incurred or was considerably lower than the lump-sum amount. This will not affect the pursuit of a claim for higher actual damages.

VII. Reservation of title

- 7.1 The Contractor will retain title to the goods delivered until all claims from all current business relations with the Customer have been paid in full. Should the value of the reserved goods exceed the value of all claims from all current business relations to be secured by more than 20%, the Contractor will be required to release the reserved goods should the Customer request this.
- 7.2 The Customer is required to properly store and maintain the goods as long as reservation of title lasts. The Customer is required to notify the Contractor immediately in writing of all access to the goods by third parties, particularly of compulsory foreclosure measures as well as any damage or destruction of the goods. The Customer is required to inform the Contractor immediately of a change of ownership of the goods as well as a change of its own address in such a way that the Contractor is aware of the new owner together with its full name (given name and family name) or the correct company name and company address. The same will apply should the Customer change its company name. The Customer is required to compensate the Contractor for all damage and expenses incurred as a result of an infringement of the above obligations and of required intervention to prevent access to the goods by third parties.
- 7.3 In the event of conduct contrary to contract on the part of the Customer, particularly payment arrears, the Contractor is entitled, once a reasonable grace period set by the Contractor has expired, to rescind the contract and to demand the return of the goods. In the event of an infringement of section 7.2 and after a reasonable grace period set by the Contractor has expired, the Contractor is also entitled to rescind the contract and to demand the return of the goods should a continuation of the contract be unreasonable for the Contractor.
- 7.4 The Customer is entitled to re-sell the goods as part of its normal business activities. It cedes to the Contractor with immediate effect all receivables up to the invoice amount accruing to it from a third party as a result of the re-sale. The Contractor accepts this cession. Following the cession, the Customer is only entitled to collect the receivable itself subject to consultation with the Contractor. The Contractor reserves the right to collect the receivable itself as soon as the Customer fails to properly meet its payment obligations and falls into payment arrears. In these cases, the Customer is required to provide the Contractor with the name of the debtor owing the ceded receivable. The goods will at all times be processed and re-worked by the Customer in the name of and for the account of the Contractor. Should the reserved goods be processed, the Contractor will acquire co-ownership of the new product in proportion to the value of the goods delivered by the Contractor. The same will apply should the goods be processed or mixed together with other objects that do not belong to the Contractor.

VIII. Warranty, Limitations on liability, reporting defects

- 8.1 All information on suitability, processing and use of the Contractor's goods as well as its deliveries and service, technical advice and other information is provided according to the Contractor's best knowledge but does not absolve the Customer from its own tests and experiments. The Customer is required – as far as this is reasonable, also through test processing in particular - to examine the goods delivered or service provided immediately for defects with regard to their quality and intended purpose and to report in text form any defects identified within two weeks of having received the goods or delivery and service. Otherwise the goods or delivery and service will be considered as having been approved unless the defects are hidden and were not identifiable at the time of the examination. Hidden defects must be reported to the Contractor in text form within one week of their having been discovered.
- 8.2 Should the goods delivered or the service provided by the Contractor be defective, the Contractor will initially grant at its option subsequent fulfilment by way of reworking or a replacement shipment.
- 8.3 Should subsequent fulfilment be unsuccessful; the Customer may basically demand at its option a reduction in the price (price reduction) or a reversal of the contract (rescission) as well as compensation. The extent of the Contractor's liability, including liability for compensation, will be governed by sections 8.6 and 8.7.
- 8.4 The warranty period is one year from the time the goods are delivered.
- 8.5 The Contractor does not give the Customer a guarantee in the legal sense of the word unless anything different has been expressly agreed in writing in each individual case.
- 8.6 Liability on the part of the Contractor as well as its legal representatives and vicarious agents for the unsuitability of the goods or delivery for further use in accordance with the purposes intended by the Customer, particularly for further processing by the Customer, is excluded should the goods or delivery otherwise be free of defects. Liability on the part of the Contractor as well as its legal representatives and vicarious agents for recall actions by the Customer or its contractual partners is also excluded. Nor is the Contractor as well as its legal representatives and vicarious agents liable for damage during transportation, particularly not for impurities or other defects caused during transit unless delivery is carried out by the Contractor. External freight forwarders will only be considered the Contractor's vicarious agents should its use to transport the goods be in fulfilment of an appropriate contractual obligation of the Contractor to deliver the goods to the Customer; otherwise, external freight forwarders will be considered the Customer's vicarious agents. Moreover, the Contractor as well as its legal representatives and vicarious agents are not liable in the case of negligent infringements of obligations that are not essential to the contract as a result of which infringement the implementation of the contract is not endangered. Finally, the Contractor as well as its legal representatives and vicarious agents are not liable for damage due to defects in the product purchased, an unintentional delivery of the wrong goods or packaging defects provided the damage could have been avoided had the Customer fulfilled its obligation to test the goods. Otherwise liability on the part of the Contractor as well as its legal representatives and vicarious agents for negligent infringement of obligations is limited to foreseeable and direct damage typical for this type of Contract.
- 8.7 The exclusions and restrictions of liability referred to above in section 8 will not apply to damage resulting from injury to life, limb or health as well as in the event of deliberate intent or gross negligence.

IX. Concluding provisions

- 9.1 Legal relationships in connection with the contractual relationship between the Contractor and the Customer will be subject to the law in Germany applicable to Germans to the exclusion of UN purchasing law.
- 9.2 The legal venue for all disputes arising from the contractual relationship between the Contractor and the Customer is - provided that this is legally permissible - the Contractor's place of business. The Client is however entitled to sue the Customer at any other authorised legal venue.
- 9.3 Should individual provisions of this Contract between the Contractor and the Customer including these Standard Sale and Delivery Terms and Conditions be or become wholly or partially invalid, this will not affect the validity of the remaining provisions of the contract. The wholly or partially invalid provision will be replaced by a provision that commercially approximates as far as possible to the invalid provision.

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