

Terms and conditions of RENA GmbH 83624 Otterfing

General terms

- 1.1. The following terms and conditions (hereinafter called „terms“) shall apply for any agreement signed by the buyer (hereinafter called „client“) and RENA GmbH (hereinafter called “RENA”). Any terms and conditions contradicting, or inconsistent with the terms stated herein, are hereby objected unless otherwise expressly accepted in writing by RENA. Our terms shall also apply in the event that we carry out a delivery to the client without reservation, while being fully aware that the client’s terms contradict or deviate from our terms.
- 1.2. Our terms shall also apply to any future business transactions with the client within the scope of his activities resulting from the current business relationship.
- 1.3. Our terms are only applicable to entrepreneurs in accordance with § 14, paragraph 1 of the German Civil Code, corporate bodies of public law and special assets of the Federal Republic of Germany in accordance with § 310, paragraph 1 of the German Civil Code.

2. Offer – Relevant Documents

- 2.1. Unless otherwise stated in the order confirmation or expressly otherwise agreed in writing, our offer is subject to confirmation. A contract shall only be deemed to be valid after our written confirmation of the execution of the order.
- 2.2. As to pictures, leaflets, calculations and other documents, we reserve all rights of proprietorship and origin. A transfer of these rights to third parties is subject to our express confirmation in writing.

3. Prices – Terms of Payment

- 3.1 Unless otherwise stated in the order confirmation, our prices are to be understood ex works, without packaging and transportation.
- 3.2 All prices are to be understood in EURO, excluding the legal VAT. Unless expressly agreed upon in writing, a discount must not be deducted.
- 3.3 Unless otherwise agreed upon in writing, all invoices are to be paid after fulfilment of the order and within 10 days from the date of receipt of the invoice, in EURO or another currency agreed. In the event of delay in payment, we are authorised to charge the legal interest on late payments

(eight percentage points above the base rate, § 288 of the German Civil Code).

- 3.4 In the event that we agreed that the customer pays by instalments, the total purchase price shall be due immediately if the customer culpably delays payment of the first instalment.
- 3.5 The customer shall only be entitled to offset or enforce his right of retention or refusal of payment if his counterclaims are stated as legally binding, beyond controversy or acknowledged by us. A right of retention shall only exist if the customer’s counter claim is based on the same contractual relationship.
- 3.6 In the event that we are obliged to deliver in advance, and are notified after the conclusion of the contract about circumstances jeopardising our pecuniary claim due to the customer’s lacking ability to meet his financial obligations, RENA shall be entitled to either claim that the customer provides security within a reasonable period of time, or matching payment with delivery. In the event that the customer does not fulfil this requirement, we shall be entitled to withdraw from the agreement without prejudice of further legal rights.

4. Delivery Time

- 4.1 Unless otherwise agreed in writing, delivery times and deadlines are non-binding information. The delivery time indicated by us shall only start from the point in time all technical details are clarified with the customer.
- 4.2 Delivery shall not be deemed delayed if such delay is due to circumstances that are unexpected and beyond our control (e.g. operational disturbances, strike, lock-out, lack of transportation, difficulty in the supply of raw material, official directives or delayed delivery by our suppliers), or due to force majeure.
The agreed delivery time shall be extended by the duration of the encumbrance. If such an encumbrance persists for more than one month, and after a reasonable period of extension has been set, but was unsuccessful, both parties are entitled to withdraw from the part of the contract that is still unfulfilled.
- 4.3 RENA shall only be liable for a delay, if such delay is due to an intentional or grossly negligent breach of the contract. This limitation of liability shall not apply in the

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- event that a transaction for delivery by a fixed date for the purpose of § 286, para. 2 No. 4 BGB (German Civil Code) or § 376 HGB (German Commercial Code) has been agreed upon or if the customer may claim loss of his interest in the fulfilment of the contract due to a delay caused by RENA.
- 4.4 As to the cases described under figure 4.3, our liability shall be limited to the typical and predictable damage, with the exception of such cases where the delay is due to an intentional breach of the contract.
- 4.5 In the event that a delay in delivery caused by us constitutes a breach of an essential contractual duty, we shall also be liable for slight negligence, provided that in such case, liability for compensation is limited to the predictable damage that typically occurs.
- 4.6 In the event that a delay in delivery caused by us constitutes a breach of an essential contractual duty, we shall also be liable for slight negligence, provided that in such case, liability for compensation is limited to the predictable damage that typically occurs. In the event that a customer is in delay accepting the delivery or breaches other obligations to cooperate, we are entitled to claim damage including additional expenses which might occur. In said case, the risk of an accidental break-up or deterioration of the good will pass to the customer at the point in time at which the delay of acceptance begins.
- 4.7 We shall be entitled to carry out partial deliveries, as far as this is reasonable for the customer.
- 5. Passing of the Risk**
- 5.1 Unless otherwise agreed upon in writing, the delivery clause applicable to enterprises and corporations under public law shall be „ex works“ RENA GmbH, 83624 Otterfing (EXW, Incoterms 2000).
- 5.2 Upon the customer’s explicit request we will sign a transport insurance; any costs arising hereinafter shall be covered by the customer.
- 6. Warranty for Defects**
- 6.1 The customer’s warranty rights (compensation for claims) are subject to an immediate investigation of the good for defects immediately after reception; or notification of defects in writing immediately after their detection (§ 377 German Civil Code).
- 6.2 Warranty claims shall not apply in cases of only slight deviations from the workmanship standards or negligible impairments of the serviceability.
- 6.3 We shall be liable – at our choice – for the rectification or subsequent improvement, or new delivery free of charge of such defects or services, if the defect as to quality occurs within the period of limitation, provided that the cause of the defect was already existing at the point in time of the passing of the risk. Inasmuch as we have acknowledged the defect of the good we are entitled to claim the return of the good from the customer, at our charge, to RENA GmbH, 83624 Otterfing.
- 6.4 If the customer wrongfully claims damage for reasons beyond our responsibility, we shall be entitled to charge the customer our expenses for the elimination or confirmation of a defect within a reasonable range.
- 6.5 Any claims by the customer concerning the expenses in connection with the fulfilment, particularly costs of transportation, toll fees, working and material costs shall be excluded as far as these expenses are increased due to the subsequent transportation of the goods delivered to another location than the original one, unless this subsequent transportation has been expressly agreed upon in the contract. We shall be entitled to charge the customer such additional costs.
- 6.6 Prior to the customer’s right to assert further claims or rights (rescission, reduction, damage claim, compensation claim), the customer shall be obliged to give us the opportunity to rectify the defect or improve the service within a reasonable period of time, unless otherwise stated in the warranty the customer is granted. In the event that the rectification or improvement is unsuccessful after at least two attempts, or is impossible, or we deny to carry out the rectification or improvement, or it is unacceptable for the customer, the customer shall be entitled to recede from the contract or to reduce the price (abatement of the purchasing price). As to the assertion of the damage claims by the customer, figure 7 of these terms and conditions shall apply.
- 6.7 Any rights of recourse by the customer against us, such as rights arising from the sale of consumer goods (in accordance with §§ 478, 479 of the German Civil Code) shall be excluded as far as they are based on the

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- customer's agreements with his own recipients, if such agreements exceed the warranty claims provided by law.
- 6.8 All warranty claims by the customer shall be deemed to expire after 12 months from the passing of the risk, unless the customer claims recourse. (§479, paragraph 1 of the German Civil Code) or we have deceitfully and fraudulently concealed the defect. In the event that a rectification will become necessary, the period of limitation shall be deemed to be suspended, however not renewed.
- 6.9 As to damage claims arising from defects, figure 7 of these terms and conditions shall apply. The assertion of further claims and rights against us, our legal representatives or vicarious agent due to defects as to quality are excluded.
- 7. Damage Claims and Liability for Other Reasons**
- 7.1 We shall be only liable for damages arising from a gross neglect of duty or fraudulent intent by us, our legal representatives or vicarious agents. Any further contractual or legal liability is excluding, irrespective of the legal nature of the claim asserted. Inasmuch as we are liable for a gross neglect of duty or fraudulent intent in accordance with phrase I, the liability for damage shall be limited to the predictable damage that may typically occur.
- 7.2 Moreover we are also liable for damages caused by slight negligence, provided that the negligence concerns such contractual duties the observance of which is of special importance for the fulfilment of the purpose of the agreement. (Cardinal obligation). In this case, the liability shall however be limited to the predictable damage that may typically occur.
- 7.3 Moreover, we are fully liable for damages arising from injuries of the life, body and health of a person which are within our responsibility and are due to a neglectful or intentional breach of duty, and for claims in accordance with the Product Liability Act. Furthermore, we shall also be held liable within the provisions of this warranty in the event we have issued a guarantee for the material and durability.
- 7.4 Above conditions do not imply a change in the burden of proof according to figures 7.1 – 7.3.
- 7.5 The customer shall be obliged to use the goods supplied by us exclusively for their intended purpose by observing all technical instructions and specifications. We shall not be liable for consequential damages, irrespective of their nature, which occur due to a non-observance of this duty.
- 7.6 As far as our liability is excluded or limited, this shall also apply to the liability of our employees, appointees, co-workers, representatives and vicarious agents, including our liability for their behaviour. The period of limitation for claims between the customer and ourselves is subject to figure 6.8 of these conditions, unless other claims arising from the tortuous manufacturer's liability (§§ 823 et sq. of the German Civil Code) and the Product Liability Act are concerned.
- 8. Retention of Title**
- 8.1 We reserve the right of property in the delivered objects until reception of all payments from the business relationship. In case the customer acts contrary to the agreement, especially in case of overdue payment and after setting a reasonable deadline, we shall be entitled to take back the goods delivered after allowing a reasonable deadline.
- Taking back the goods does imply a withdrawal from the contract. The withdrawal from the contract does not exclude the assertion of damage claims against the customer.
- After taking back the delivered good we are entitled to exploit the goods. Any revenue from the exploitation shall be deducted from the customer's liabilities – less a reasonable sum for the expenses arising in connection with the exploitation.
- 8.2 The customer shall be obliged to treat the object of delivery carefully, he shall be especially obliged to arrange for his own insurance coverage of the object - through replacement value - against fire and water damage and theft. In the event that maintenance and inspection become necessary, the customer shall be obliged to arrange for such maintenance and inspection in due time and at his own cost.
- 8.3 In the event of a levy of execution or other intervention by third parties, the customer is obliged to inform us immediately in writing. The customer shall be liable for both, judicial and extrajudicial costs of a legal action that might become necessary in accordance with

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- § 771 of the German Code of Civil Procedure (Third Party Proceedings).
- 8.4 The customer is entitled to resell and/or use the object of delivery in a decent course of business, as long as his payment is not overdue. He will however transfer to us all claims in the amount of the total sum of the invoice (including VAT), arising against his clients or third parties from the resale, irrespective of whether the object delivered was processed before or after the resale. Transferring the claim does not affect the customer's right to collect the claim. We are however entitled to collect the claim ourselves, if the customer does not fulfil his payment obligations from the collected sales revenues, if payment is delayed or has filed for insolvency proceedings, or such proceedings were filed for or upon cessation of payment instructions. In such cases we are entitled to require from the customer to reveal to us information about the claims transferred and their debtors, to give us all details necessary for the collection, to hand out all corresponding documents and to inform the debtors (third parties) about the transfer of the claims. A collection of the claim by us is however not possible if opposed to the insolvency statute.
- 8.5 In the event that the customer processes or retrofits the object delivered by us, the processing or retrofitting shall always be deemed to be carried out for us. In the event that the object delivered is processed together with other objects which do not belong to us, we thus gain co-proprietorship of the new objects, in the amount of the value of the object delivered proportional to the value of the other objects processed, at the time the objects were processed. For the object resulting from the processing, the same conditions shall apply as for the objects delivered subject to reservation.
- 8.6 We shall be obliged to release the securities we are entitled to upon the customer's request, if the value of our securities exceeds the value of the liabilities to be secured by more than 10 %. The choice of the securities to be released shall be incumbent on us.
- 8.7 If the object supplied is delivered into a foreign country, the following shall apply: In the event the object supplied was delivered prior to the payment of all amounts the customer owes us according to the agreement, the object remains our property until full payment as far as acceptable within the legal provisions of the area the object has been delivered to. In the event such provisions do not allow a retention of title, however allows us to reserve other rights of the object supplied, we shall be entitled to exercise all rights of this kind. The customer shall be obliged to support us with any measures we take to protect our retention of title or the right of the object supplied replacing such retention of title.
- 9. Applicable Law – Place of Jurisdiction – Place of Fulfilment**
- 9.1 The legal relationship between the parties shall be exclusively subject to the German Law, excluding the UN Conventions Relating to a Uniform Law on the International Sale of Goods. (UNCITRAL/CISG).
- 9.2 In the event that the customer is an entrepreneur, the place of jurisdiction shall be Munich. We are however entitled to take the customer to court at his place of residence of business.
- 9.3 Inasmuch the customer is an entrepreneur and unless not otherwise stated in the order confirmation, the place of fulfilment shall be 83624 Otterfing.
- 10. Other Conditions**
- 10.1 In the agreements between RENA GmbH and the customer to which these terms are applicable, all agreements between RENA GmbH and the customer concerning the execution of these agreements are completely documented in writing.
- 10.2 In the event that individual provisions of this agreement or of these General Terms should be invalid, the validity of the other conditions shall remain unaffected.