

GENERAL TERMS OF SALE OF **UIP Verbindungstechnik GmbH**

§ 1

Scope – Object of Agreement

(1) Our GTS apply to deliveries of moveable items in accordance with the contract concluded between the customer and UIP.

(2) Our GTS shall apply exclusively; conditions of the customer that are either contradictory to or deviating from our GTS shall not be valid unless we have provided our express written consent to them. Our GTS shall also apply if we perform the delivery without reservation and in awareness of customer conditions that are either contradictory to or deviating from our GTS.

(3) Our GTS shall apply to both consumers and business entities, unless stated otherwise in a particular clause.

§ 2

Offer – Conclusion of Contract – Offer Documents

(1) The customer's order shall constitute a binding offer which we can accept within a week by sending a confirmation of order or by delivering the goods. Offers submitted by us in advance are non-binding.

(2) We reserve all intellectual and property rights to illustrations, drawings, calculations and other documents. This shall also apply to such written documents which are classified as confidential. The customer requires our express written consent prior to forwarding any such documents to third parties.

§ 3

Prices and Payment Terms

(1) The offered purchase price is binding. Consumer prices include the legal value added tax.

(2) We only quote net prices if the customer is a business entity. Our prices do not include the legal value; it is stated in the invoice separately at the statutory rate at the date of the invoice.

(3) Price modifications for consumers are admissible if the time span between the conclusion of the contract and the agreed date of delivery is greater than four months. If salaries or material costs change after this period of four months, we are entitled to reasonably modify the price according to increases or decreases of cost. The customer shall only be entitled to withdraw from the contract if a price increase significantly exceeds the increase in living cost between the time of order and delivery.

(4) If the customer is a business entity, the agreed price applies. If the price was subject to increase due to market price changes or raised third party fees connected to the performance of services, the higher price applies on the day of performance. If the price increase amounts to 20% or more, the customer is entitled to withdraw from the contract. This right must be exercised immediately following the notification of the price increase.

(5) Full payment without discount is due ten days after the reception of goods, unless agreed otherwise. The legal regulations regarding the consequences of delayed payment apply.

(6) The customer shall only be entitled to offset rights if his counter claims are found to be legally binding, unchallenged and acknowledged by ourselves or synallagmatically linked to our main claim. If the customer is a business entity, they are only entitled to exercise the right of retention in cases where the counter claim is based on the same contractual relationship

§ 4

Time of Performance – Transfer of Risk

(1) If we indicated delivery times which have been made the basis for the placement of an order, these deadlines shall be prolonged in the event of strike or in cases of force majeure – for the duration of the resulting delay. The same applies if the customer fails to fulfil possible obligations to cooperate.

(2) If the customer is a business entity, delivery shall be ex works, unless stated otherwise on the order confirmation.

§ 5

Liability for Defects

(1) If the customer is a consumer, we are liable in accordance with legal regulations in the presence of defects, unless there are restrictions arising out of the following clauses. The consumer must report obvious defects to us in written form within two weeks after the occurrence of the defect. All warranty rights cease to exist if such notification is not received within the aforementioned period. This shall not apply in cases where we fraudulently concealed the defect or provided a guarantee for the quality of the goods.

(2) If the customer is a business entity, we reserve the right to choose the type of supplementary performance where a defect is present.

(3) If the customer is a consumer, the limitation period for defect claims amounts to two years for the delivery of new goods and one year for used items. The period begins with the transfer of risk. This shall not apply in case of claims for compensation of damages resulting from defects. § 6 applies with regards to claims for compensation of damages.

(4) If the customer is a consumer, the warranty period is always one year. The limitation period in the event of a delivery recourse according to §§ 478, 479 BGB remains unaffected. This shall not apply in case of claims for compensation of damages resulting from defects. § 6 applies with regards to claims for compensation of damages.

(5) We do not give any guarantees in the legal sense.

§ 6

Liability for Damages

(1) Our liability for breaches of contractual obligation and breaches arising from an offence is limited to intent and gross negligence. This shall not apply in cases involving harm to life, limb or health of the customer; or in cases of claims arising out of violations of cardinal obligation, i. e. obligations arising from the nature of the contract and where the breach thereof jeopardises the objective of the contract; or regarding the compensation for default damage (§ 286 BGB). In this respect, we will bear liability for every degree of responsibility.

(2) The aforementioned exclusion of liability also applies to minor negligent breaches of obligation by our vicarious agents.

(3) Insofar as liability for damages for minor negligence not related to injury to the life, limb or health of the customer is not excluded, such claims lapse within a year, commencing with the assertion of the claim or, in the case of compensation claims related to a defect, from the time of transfer of the goods.

(4) As far as our liability is excluded or restricted, these exclusions and restrictions shall also apply to the personal liability of our employees, staff members, representatives and vicarious agents.

§ 7

Retention of Title

(1) In the case of contracts with consumers, we retain ownership of the merchandise until full payment of the purchase price has been made.

(2) If the customer is a business entity, we reserve the right of ownership of the goods until all claims directed to the client are settled, even if the actual goods have already been paid.

(3) In the event of debt execution measures by third parties against the reserved goods, the customer must immediately inform UIP and provide the documents necessary for an intervention; this also applies to infringements of any other kind. Notwithstanding this, the customer shall inform said third parties regarding rights attached to the goods. If the customer is a business entity, they shall bear our expenses for an intervention, insofar as the third party is not able to bear these expenses.

(4) If the customer is a business entity, starting now and ending with the settlement of all claims we directed at them, they shall transfer the claims resulting from commercial operations with their clients to us as a security in the event of resale/lease of the reserved goods. If the reserved goods are processed, reshaped or connected with another object, we shall obtain property rights to the new object. The new object is deemed to be a reserved good.

(5) If the value of the securities exceeds the claims we directed at the customer by more than 20 %, we shall, on request of the customer and according to our own choice, release the respective amount of the securities we are entitled to.

§ 8

Form of Declarations

Legally binding declarations and notifications made by the customer and directed to us or a third party shall be made in written form.

§ 9

Place of Performance – Choice of Law – Place of Jurisdiction

(1) Unless otherwise specified in this contract, the place of performance and payment is our registered office. The legal stipulations regarding places of jurisdiction shall remain unaffected, unless the special regulation under section 3 allows for a deviating interpretation.

(2) The law of the Federal Republic of Germany applies to this contract; the validity of the United Nations Convention on Contracts is excluded.

(3) Exclusive place of jurisdiction with respect to contracts with merchants, legal entities under public law or special funds under public law shall be the court responsible for our registered office.