

General Terms and Conditions of Sale of

Decor Technik GmbH and DT metronic GmbH

As at 08 February 2016

§ 1 General - Scope of Applicability

- (1) Our terms and conditions of sale shall apply exclusively; we do not recognise the terms and conditions of the customer that are contrary to or which deviate from our terms and conditions of sale, unless we have agreed their applicability expressly in writing. Our terms and conditions of sale shall also apply if we unconditionally deliver to the customer in the knowledge of terms and conditions of the customer contrary to or which deviate from our terms and conditions of sale.
- (2) All agreements entered into between us and the customer for the purpose of the execution of this agreement are set out in this agreement in writing.
- (3) Our terms and conditions of sale apply only in respect of enterprises (Art. 14 of the German Civil Code [BGB]), legal entities under public law and special funds under public law.

§ 2 Tools and Models

- (1) The customer exclusively acquires the title to the goods supplied, even if a cost share is separately shown in the contract or invoice for manufacturing, maintaining and storing the tools and other objects (such as software) used for the execution of our order.
- (2) The items cited in Number 1 will be stored safely for possible subsequent orders; however, at most for a duration of 3 years from the last date of the delivery.

§ 3 Prices and Terms and Conditions of Payment

- (1) If there is nothing different in the order confirmation or another written agreement between us and the customer, our prices shall apply ex works, including packaging costs, but excluding despatch costs.
- (2) Statutory Value Added Tax is not included in our prices; it will be separately identified in the invoice at the statutory amount on the day of issuing the invoice.
- (3) The deduction of discounts shall require a separate agreement in writing.
- (4) If there is nothing different in the order confirmation, the purchase price shall be payable net (without deduction) within 14 days from the invoice date and delivery or acceptance of the goods. However, we are entitled at all times, including in the context of an ongoing business relationship, to execute a delivery wholly or partially only against prepayment. We will state a corresponding proviso by no later than with the order confirmation.
- (5) If, following the conclusion of the contract, it becomes apparent that our claim to reimbursement is placed in jeopardy through the inability of the customer to make payment (e.g. through the commencement of bankruptcy proceedings), we are entitled, pursuant to the statutory provisions, to refuse to render performance and, if applicable after setting a deadline, to withdraw from the contract (Art. 321 BGB). In respect of contracts on the production of unwarranted items (individual productions), we can immediately declare withdrawal; the statutory regulations on the dispensability of setting a deadline remain unaffected.
- (6) The customer has the right of offsetting or retaining payments only if the counterclaims are legally established, undisputed or acknowledged by us in writing. In respect of defective deliveries, the customer's counter-rights, in particular in accordance with Art. 6, Clause 6, Sentence 2 of these terms and conditions of sale, are unaffected.
- (7) We are not bound to the prices agreed for previous deliveries in respect of subsequent deliveries.

§ 4 Place of fulfilment, Risk and Delivery Time

- (1) If there is nothing different in the order confirmation or another written agreement between us and the customer, our place of business is agreed as the place of fulfilment for the delivery.
- (2) Deliveries are made at the cost and risk of the customer. The transfer of risk is determined by the statutory provisions.
- (3) We are entitled to make part deliveries and to render part services at any time. In this event, we shall be entitled to invoice the share of the purchase price that corresponds to the relationship of the part delivery to the total delivery.
- (4) Extra or short deliveries up to 10% of the goods ordered are due to technical, production reasons and are therefore to be accepted by the customer as being in line with the contract.
- (5) If we are unable to adhere to binding delivery deadlines due to reasons for which we are not responsible (impossibility of performance), we shall inform the customer immediately of this and at the same time announce the anticipated new delivery deadline. If performance is still impossible by the new delivery deadline, we are entitled to withdraw wholly or partially from the agreement; we will immediately reimburse the customer for any counter-performance already rendered. Deemed as a case of impossibility of performance within this meaning is in particular late self-delivery by our components suppliers if we have concluded a congruent hedging transaction, neither we nor the components supplier are at fault or we are not obligated in the individual case to procurement.
- (6) The occurrence of our delay in delivery is determined according to the statutory provisions. In this case, however, a reminder by the customer is necessary. If we are in delay with the delivery, the amount of any compensation claim of the customer is restricted as follows: for each completed week of the delay 0.5%, but, however, to a maximum total of 5% of the agreed purchase price for each part of the delivery which could not be put into useful operation due to the delay. We reserve the right to furnish evidence that the customer has not incurred any loss at all or only a substantially smaller loss than the above lump sum.
- (8) The rights of the customer pursuant to § 7 of these General Terms and Conditions of Sale and our statutory rights, in particular in respect of an exclusion of the obligation to perform (e.g. on the basis of the impossibility or unreasonableness of performance and/or supplementary performance), remain unaffected.

§ 5 The Costs of Despatch

- (1) If the customer so wishes, we will cover the delivery through transportation insurance; any cost arising will be borne by the customer.
- (2) Insofar as nothing different has been agreed between us and the customer in the order confirmation or another written agreement, we are entitled to choose the type of despatch without responsibility for the cheapest method of despatch.

§ 6 Claims for Defects and Obligation to Notify Defects

- (1) The statutory provisions apply to the rights of the customer in respect of material and legal defects (including for incorrect and short deliveries and inappropriate assembly or faulty assembly instructions), insofar as nothing else is specified below. In all cases, the statutory special provisions in respect of final delivery to a consumer (supplier regress pursuant to Articles 478, 479 BGB) remain unaffected.
- (2) The basis for our liability for defects is above all the agreement concluded in respect of the quality of the product. All product descriptions which are the subject matter of the individual contract, are deemed an agreement regarding the quality of the goods; it makes no difference here whether the product description originated from the customer, the manufacturer or us.
- (3) Insofar as the quality has not been agreed, it is to be assessed pursuant to the statutory regulation whether there is a defect or not (Art. 434, Clause 1, Sentences 2 and 3, BGB). However, we assume no liability for public statements of the manufacturer or another third party (e.g. advertising statements).
- (4) Any claims for defects by the customer shall require that he has fulfilled his statutory obligation of inspection and of making a complaint (Articles 377, 381 HGB [German Commercial Code]). In the event that a defect is revealed during the inspection or at a later date, we must be notified of this in writing without delay. A notice shall be deemed without delay, if the notification is made within two weeks, whereby sending the notification in due time shall be deemed as adherence to the deadline. Regardless of this obligation of inspection and of making a complaint, the customer must notify obvious defects (including incorrect and short deliveries) in writing within two weeks from delivery, whereby here as well sending the notification in due time shall be deemed as adherence to the deadline. If the customer fails to carry out a proper inspection and/or to make a complaint, our liability for the defect which was not notified shall be excluded.
- (5) If there is a defect in the purchased goods, we shall be entitled to subsequent performance in the form of removing the defect or to the delivery of a new defect-free item at our discretion. Our right to refuse subsequent performance pursuant to the statutory prerequisites remains unaffected.
- (6) We are entitled to make the subsequent performance dependent on the customer having paid the purchase price due. However, the customer is entitled to retain a portion of the purchase price appropriate in relation to the defect.
- (7) The customer must give us the required time and opportunity to render the subsequent performance due, in particular to hand over the goods being complained of for inspection purposes. In the case of a replacement delivery the customer must return the defective item in accordance with the statutory provisions. The subsequent performance includes neither the removal of the defective item nor the new installation, if we were not originally obliged to install.
- (8) Expenditure, in particular transportation, travel, work and material costs (not: uninstallation and installation costs), required for the purpose of inspection and subsequent performance shall be borne by us, if there is in fact a defect. Otherwise, we can demand that the customer reimburses the costs incurred from the unjustified request for rectification of defects (in particular inspection and transportation costs), unless the absent defectiveness was unrecognisable to the customer.
- (9) If the subsequent performance has failed or a reasonable deadline set by the customer for the subsequent performance has expired unsuccessfully or is dispensable pursuant to statutory provisions, the customer may withdraw from the purchase agreement or reduce the purchase price. However, there is no right of withdrawal in respect of a negligible defect.
- (10) In respect of defects as well, the claims of the customer for compensation or reimbursement of expenses incurred in vain shall be only in accordance with § 7 and are otherwise excluded.

§ 7 Joint Liability

- (1) Unless otherwise provided in these terms and conditions of sale, including the following provisions, we shall be liable for a breach of contractual and non-contractual obligations in accordance with the statutory provisions.
- (2) We shall be liable for compensation - for any legal ground - in the context of fault-based liability in the case of intent and gross negligence. In respect of simple negligence, we shall be liable to a reduced standard of liability pursuant to statutory provisions (e.g. for the same care as in our own affairs) only
 - a) for damages arising from injury to life, body and health,
 - b) for damage from the not inconsiderable breach of a material contractual obligation (obligation the proper fulfilment of which constitutes a condition sine qua non for the proper fulfilment of this agreement and on the fulfilment of which the contractual partner regularly relies and may rely); however, in this case our liability is restricted to the reimbursement of the foreseeable, typically occurring damages.
- (3) The liability restrictions arising from Paragraph 2 also apply to breaches of duties through or to the benefit of persons whose fault we are liable for under statutory provisions. They do not apply if we fraudulently concealed a defect or we have given a quality guarantee for the goods and for claims of the customer under the Product Liability Act.
- (4) The customer can only withdraw from or terminate the contract due to a breach of duty which does not consist of a defect, if we are responsible for the breach of duty. A free right of cancellation of the customer (in particular in accordance with Articles 651 and 649, BGB) is excluded. Incidentally, the statutory prerequisites and legal consequences apply.

§ 8 Reservation of Title

- (1) We reserve title to the sold goods until full payment of all of our current and future claims under the purchase contract and an ongoing business relationship (secured claims).
- (2) Until payment in full of the secured claims, the goods under reservation of title may neither be pledged to a third party nor assigned as collateral. The customer must inform us in writing without delay if an application for commencing bankruptcy proceedings is made or access by third parties (e.g. pledges) to the goods belonging to us ensues.
- (3) If the customer acts in a way contrary to the contractual obligations, in particular in the event of non-payment of the due purchase price, we shall be entitled, in accordance with the statutory provisions, to withdraw from the contract and/or demand the return of the goods on the basis of the reservation of title. The demand for the return of goods shall not be deemed a simultaneous declaration of withdrawal; on the contrary, we are entitled to simply demand the return of the goods and to reserve the right to withdraw. If the customer does not pay the due purchase price, we may only assert these rights if we have set the customer a reasonable period for payment without success beforehand, or if such a deadline is dispensable under the statutory provisions.
- (4) Until further notice, pursuant to (c) below, the customer is authorised to continue to dispose of and/or to process the goods subject to reservation of title in the normal course of business. In this case, the following terms and conditions shall also apply.

(a) The reservation of title covers the products which are produced by processing, mixing or combination of our goods at their full value whereby we are deemed the manufacturer. If the ownership right of third parties continues to exist with a processing, mixing or combination with goods of third parties then we shall acquire co-ownership in the ratio of the invoice values of the processed, mixed or combined goods. Incidentally, the same shall apply to the product being produced as to the goods delivered under reservation of title.

(b) The customer hereby already assigns the claims against third parties, which are established from the resale of the goods or product in total or in the amount of our possible co-ownership share, to us as collateral according to the aforementioned paragraph. We hereby accept the assignment. The obligations of the customer stated in Paragraph 2 shall also apply in view of the assigned claims.

(c) The customer shall remain authorised to collect the claim in addition to us. We undertake not to collect the claim as long as the customer meets their payment obligations towards us, is not in default of payment, no application has been filed for the opening of insolvency proceedings, there is no other deficiency to their ability to pay and we do not assert the reservation of title through exercising a right under Paragraph 3. However, if this is the case we can demand that the customer informs us of the assigned claims and their debtors, provides all information which is necessary for the collection, hands over the relevant documents and informs the debtors (third parties) of the assignment. In this case we shall furthermore be entitled to withdraw authorisation of the customer to further dispose of or process the goods subject to reservation of title.

(d) If the realisable value of the collaterals exceeds our claims by more than 10%, we shall release collaterals of our choice upon request of the customer.

§ 9 Statute of Limitations

- (1) Notwithstanding Art. 438, Paragraph 1, No. 3, BGB the general statute of limitations for claims from defects of quality and title is one year from delivery. Insofar as an acceptance has been agreed, the statute of limitations shall begin with the acceptance.
- (2) However, if the goods are a building or an item which has been used for construction in accordance with its normal use and which caused its defectiveness (construction material), the period of the statute of limitations amounts to 5 years from delivery, in accordance with the statutory regulation (Art. 438, Paragraph 1, No. 2, BGB). Further, statutory special regulations on the statute of limitations (in particular Art. 438, Paragraph 1, No. 1; Paragraph 3, Articles 444, 479 BGB) remain unaffected.
- (3) The aforementioned statutes of limitations of the law governing purchases shall also apply to contractual and non-contractual claims for damages of the customer which are due to a defect of the goods, unless the application of the regular legal statute of limitations (Articles 195, 199 BGB) would lead to a shorter statute of limitations in an individual case. However, the claims for damages of the customer according to § 7, Paragraph 2, Sentences 1 and 2(a) as well as the Product Liability Act shall be statute-barred exclusively pursuant to the statutory statutes of limitations.

§ 10 Data Protection

We may save and process any data relating to the relevant sales agreements to the extent necessary for the purpose of the execution and implementation of the sales contract and for so long as we are obliged to retain the data because of statutory regulations.

§ 11 Place of Jurisdiction and Governing Law

- (1) If the customer is a businessman, our place of business shall be the place of jurisdiction for all claims arising from the contractual relationship. However, we shall also be entitled to take action at the general place of jurisdiction of the customer.
- (2) The laws of the Federal Republic of Germany shall apply consistently. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

Severability Clause

Should one or more of the above provisions be or become invalid, the validity of the other provisions shall not be affected by this. In place of the invalid provision, such a provision shall be regarded as agreed which would – in the context of what is legally possible – come nearest to the economic success intended by the contractual parties. The same applies to any gaps in the agreement.