

# TERMS OF SALE, PURCHASE AND DELIVERY OF DG PROJEKT GMBH

## I. Application and validity

The following terms and conditions of the company DG Projekt GmbH (hereinafter referred to as DG) shall apply to all contracts, which are concluded between DG and the contractual partner (hereinafter referred to as Customer or Supplier). They shall in particular apply to all future business, even if reference is not explicitly made hereto. The following terms and conditions shall only apply towards entrepreneurs.

Entrepreneurs within the meaning of these terms and conditions are natural persons and legal entities or partnerships with legal capacity, with which business relationships are entered into and which act while performing a commercial or self-employed professional activity.

Contradictory, deviating or supplementary General Business Terms of our customers shall also be non-binding if DG does not explicitly object hereto.

All changes to the contents of the contract require a written form.

Our silence following legally relevant declarations of the Customer never means our approval.

The Customer may not assign its contractual rights or parts thereof to third parties without our written consent.

Insofar as technical information, proposals and advice are granted without additional remuneration within the framework of our business correspondence and our possibilities, this shall be carried out under the exclusion of all obligations and liability.

Possible General Business Terms of the Supplier shall not become a part of the contract either if DG does not explicitly object hereto once again, and shall in particular not be recognised tacitly.

Insofar as framework agreements/fixed price agreements have been concluded between the Customer and DG, these shall have precedence. They shall, insofar as this is necessary, be supplemented by these Terms of Sale, Purchase and Delivery.

## II. Conclusion of contract and scope of delivery

- 2.1 Our offers are without obligation. It only concerns requests for the submission of offers.
- 2.2 The contract shall be concluded with the receipt of the order confirmation of DG. The order confirmation shall be created by DG as soon as the contents of the contract/scope of delivery have been fixed between the contractual partners in all necessary details. If no written confirmation is issued, the order shall be deemed as accepted with the hand-over of the goods to the Customer or the respective freight forwarder.
- 2.3 The right is reserved to make changes to the construction and/or form and/or design, as well as technical changes, and do not entitle the Customer to make complaints or to cancellation insofar as the changes are deemed reasonable for the Customer by taking the interests of DG into consideration.
- 2.4 Technical specifications which belong to the offer or definitions of the Customer which are explicitly included and relate to the object of delivery are an essential part of the disclosed agreements regarding prices and dates.
- 2.5 Incidentally, the documents belonging to the offer such as diagrams, drawings, weight and measurement details, performance details and descriptions, specimens and samples shall be deemed as non-binding display items and measurement details, insofar as they have not explicitly been described as binding.
- 2.6 Subsequent changes shall be disclosed in an addendum to the offer or the order confirmation.
- 2.7 If the documents submitted by the Customer are not sufficient in order to submit a specified offer first of all oral or written reference price details shall be submitted by DG, which serve as orientation for the price and delivery time, however have no binding character.
- 2.8 Binding drawing documents and descriptions are to be made available by the Customer in advance.
- 2.9 The order confirmation is decisive for the scope of delivery.
- 2.10 Customary deviations in quantities cannot be complained about by the Customer. The delivered quantity or the agreed service shall be charged.
- 2.11 A separate offer shall be issued for necessary changes to tools, which are charged according to required work.
- 2.12 The Supplier has to exactly comply with the enquiry in the offer and to explicitly point this out in case of deviations.
- 2.13 If the Supplier has misgivings about the requested type of the execution then it has to report this immediately in writing.
- 2.14 The offer of the Supplier has to be carried out free of charge and does not substantiate any obligation for the enquiring party. Cost estimates will not be remunerated. Costs for packaging as well as for customs processing and customs duties are to be stated separately.
- 2.15 Should the Supplier commission a sub-supplier for the fulfilment of the contract then it has to report this to DG and have this approved by DG.

## III. Prices and terms of payment

- 3.1 The prices stated in the order confirmation are binding. This shall also apply if we are responsible for the exceeding of the agreed delivery date.
- 3.2 In case of delays in delivery for which the Customer is responsible, DG reserves the right to adjust the price in line with a possibly existing change to costs for which it is not responsible.
- 3.3 If not otherwise agreed, our prices shall apply ex works in Euro. These shall be increased by the value added tax in the applicable rate.
- 3.4 Payments are due and payable immediately with the delivery of the goods, irrespective of the invoicing or receipt of the invoice. The Customer shall be deemed in default if it does not make the payment after the expiry of 30 days after delivery or invoicing. Irrespective thereof, the Customer shall be deemed in default by a reminder. The interest on default is 8 percentage points above the base lending rate. If we are in the position to prove higher damages due to default we are entitled to assert these.
- 3.5 The offsetting against counter-claims is excluded unless the counter-claim has been recognised or determined final and binding. The Customer only exercises a right to retention if its counter-claim is based on the same contractual relationship.
- 3.6 Bills of exchange shall only be accepted as conditional payment as well as only by agreement, without the granting of cash discount under the pre-requisite of their ability for discount. Discount expenses shall be charged from the day of the issue or submission at the then customary rate. In case of payment in the cheque/bill of exchange procedure, the payment shall only be deemed as made when the Customer has redeemed the bill of exchange accepted by it, not already with the encashment of the cheque.

#### IV. Delivery and passing of risk

- 4.1 The agreed delivery deadline shall begin with the date of the order confirmation, however not before the provision of the documents, permits or releases, which are if applicable to be procured by the Customer.
- 4.2 The originally agreed delivery deadline shall be extended by a reasonable extent if changes are made to the object of delivery after acceptance of the order at the request of the Customer which exclude an adherence to the previous delivery deadline.
- 4.3 Events of force majeure, such as e.g. interferences to traffic, shortage of raw materials, strike and lock-out, powercuts, destructions of our plant or important plant parts and other interferences to operation, as well as other impediments for which we are not responsible, which render the delivery impossible or make it difficult for us, entitle us to postpone the delivery during the impediment plus a reasonable start-up time. This shall also apply if such circumstances occur at components' suppliers.  
If the Customer is notified immediately that the delivery cannot be carried out or not in full for the afore-mentioned reasons, the cancellation and the request for damages by the Customer is excluded. If these circumstances last for more than four months, both parties are entitled to cancel the contract.
- 4.4 The delivery is subject to the correct and timely self-delivery. If DG has concluded a hedging transaction with a sub-supplier in order to fulfil the contract and if it does not satisfy its delivery obligation then DG is entitled to cancel the contract.
- 4.5 If we are in delay of delivery, the Customer can only assert claims for damages as well as request cancellations if it has set us a reasonable final deadline with the threat of rejection and this deadline has expired unsuccessfully.
- 4.6 We shall be liable according to the statutory provisions insofar as the delay in delivery is due to a wilful or grossly negligent breach of duty for which we are responsible. In other cases of the delay in delivery, our liability for the damages in addition to the performance is limited to 5% of the value of the delivery and for the damages instead of the performance to 10 % of the value of the delivery.
- 4.7 Insofar as the delivery is impossible, claims for damages of the Customer are limited in addition to or instead of the performance to 10% of the value of that part of the delivery which cannot be used owing to the impossibility of the service. Further claims of the Customer owing to the impossibility are excluded. This limitation shall not apply insofar as liability is mandatory in the cases of wilful intent, gross negligence or owing to the injury to life, the body or the health.
- 4.8 The risk of the accidental loss and the accidental deterioration of the object of delivery shall pass to the Customer when the object of delivery is made available to us, about which the Customer will be informed immediately in writing. If the Customer requests the shipment of the object of delivery, then the risk shall pass to the Customer with the delivery of the object of delivery to the carrier, the freight forwarder or the other person determined for the execution of the shipment, even if we have taken over the shipping costs as an exception. This rule shall apply accordingly in case of partial deliveries. The risk shall also pass to the Customer if it is in default of acceptance.
- 4.9 The delivery to DG is carried out at the costs and risk of the Supplier to the place of destination stated by DG.
- 4.10 The Supplier has to enclose a delivery note in duplicate with the delivery by stating the order number and order date. The delivery date stated in the order is binding. Decisive for adherence to the delivery date is the receipt of the goods at the place of destination stated by DG.
- 4.11 The Supplier undertakes to inform DG immediately in writing if circumstances occur or become recognisable to it, from which it can be derived that the agreed delivery date cannot be adhered to. The Supplier shall be responsible for the procurement of the components deliveries and services which are necessary for the deliveries and services – also without a fault.
- 4.12 If the Supplier does not fulfil in the agreed delivery time then it shall be liable according to the statutory provisions. In the event of the delay in delivery DG is entitled to request a conventional penalty in the amount of 2% of the order value a maximum however of no more than 15% of the order value per started week of the delay; the right is reserved to assert further damages. The conventional penalty shall be offset against damages insofar as such are asserted by DG.
- 4.13 The Supplier has to notify if documents which are to be supplied by DG are not submitted immediately in writing and set a deadline for the subsequent delivery. In case of an earlier delivery than agreed, DG reserves the right to return the goods at the costs of the Supplier. In case of a premature delivery, the goods shall be stored at DG until the delivery date at the costs and risk of the Supplier.

#### V. Shipment

- 5.1 The acceptance obligation of the Customer shall begin as soon as the goods are ready for shipment. The Customer shall be informed about the readiness for shipment immediately. In the event of the shipment of the goods this shall be carried out on a suitable dispatch route which is to be determined by us and at the costs of the Customer.
- 5.2 Insurances against damages in transit shall only be carried out with the agreement and only at the costs of the Customer.
- 5.3 The packaging shall be charged at the cost price and will not be taken back.

#### VI. Reports of defects and warranty

- 6.1 For defects of the goods, we shall initially assume warranty at our choice within the framework of the subsequent satisfaction by remedy of the defect or the delivery of a faultless object (substitute delivery). Costs incurred hereby, in particular labour, route, material and transport costs will be taken over by us.
- 6.2 If we are not willing or not in the position to remedy defects / make a substitute delivery, in particular if this is delayed beyond reasonable deadlines for reasons for which we are responsible or if the remedy of defects/substitute delivery fails in any other manner, then the Customer is entitled, at its choice, to cancel the contract or to request a corresponding reduction in the purchase price. In case of only a slight breach of contract, in particular with only slight defects, however, the Customer is not entitled to a right of cancellation.
- 6.3 A failure of the subsequent improvement exists no earlier than after a second unsuccessful attempt at subsequent improvement.
- 6.4 If the Customer chooses the cancellation of the contract owing to a defect of title or quality after a failed subsequent satisfaction, it is not additionally entitled to damages owing to the defect. If the Customer chooses damages after a failed subsequent satisfaction, the object of delivery shall remain at the Customer if this is deemed reasonable for it.
- 6.5 The damages are limited to the difference between the purchase price and value of the faulty object. This shall not apply if we have maliciously caused the breach of contract. Incidentally, the liability regulations according to VII shall apply.
- 6.6 In order to uphold warranty rights, the Customer undertakes to satisfy its obligations for inspection and report of complaints ensuing from § 377 HGB [German Commercial Code]. Obvious defects are to be reported to us immediately in writing, by no later than within 14 calendar days from receipt of the object of delivery; otherwise the assertion of the warranty claim is excluded. The timely dispatch is sufficient in order to adhere to the deadline. The Customer bears the full burden of proof for all pre-requisites for the claim, in particular for the defect itself, for the time when the defect is determined and for the timely nature of the report of defects.

- 6.7 The warranty period is one year from the passing of the risk of the object of delivery. This shall not apply if the Customer has not reported the defect to us in time.
- 6.8 The Customer shall not receive any guarantees within the legal meaning by us. Manufacturer's details shall remain unaffected hereby.
- 6.9 The warranty is excluded if the defect of the object of delivery is due to normal wear and tear, a breach of the operating instructions, improper treatment or storage by the Customer, improper service or maintenance, or an inappropriate change, in particular the use of unsuitable additional parts.
- 6.10 The Supplier shall assume warranty for the fact that the object of delivery does not feature any defects which impair its value or its usability, the agreed or guaranteed condition, is suitable for the use presumed according to the contract, complies with the generally recognised rules of science and technology, the newest regulations of the authorities, the device and product safety law, the respectively valid safety-technical requirements and the industrial protection and accident prevention regulations.
- 6.11 If the object of delivery of the Supplier does not comply herewith, DG can, at its choice, request remedy of the defect or the delivery of a faultless object, according to the statutory provisions cancel the contract, reduce the purchase price, or request damages or reimbursement of fruitless expenses. A subsequent improvement shall be deemed as failed after the unsuccessful first attempt.
- 6.12 If the Supplier has assumed a guarantee for the condition or durability of the object of delivery then DG can in addition also assert the claims from the guarantee. Possible deviations from the agreed condition of the goods are already substantial if individual functions of the goods can only be used to a limited extent.
- 6.13 DG shall inspect the goods for possible deviations in quality or quantity within a reasonable deadline. The obligation to report a complaint according to §§ 377 et seq. HGB is explicitly excluded. The legal statute-of-limitations shall apply insofar as not explicitly otherwise agreed.
- 6.14 The warranty of the Supplier shall also cover the parts delivered to it by sub-suppliers. Should the Supplier not begin remedying the defect immediately after request by DG for the remedy of the defects then DG has the right to remedy the defect itself at the costs of the Supplier or have this carried out by third parties for the event that there is danger in delay or a special need for urgency.

#### VII. Liability

- 7.1 In case of claims for damages of the Customer, no matter for what legal grounds, in particular owing to defects, the breach of duties from the obligation relationship or with contractual negotiations and due to illicit act we shall be liable in the cases of wilful intent or gross negligence according to the statutory provisions. The same shall apply if our representatives or vicarious agents are guilty of wilful intent or gross negligence. Incidentally, liability is excluded insofar as liability is not mandatory owing to the culpable breach of essential contractual duties. The claim for damages owing to the breach of essential contractual duties is, however, limited to the foreseeable damages which are typical for the contract. The same limitation shall apply in the event of gross negligence.
- 7.2 The afore-mentioned limitations to liability shall not relate to the mandatory liability according to the Product Liability Act. The limitations to liability shall further not apply in cases of the culpable injury to life, the body or the health.
- 7.3 Claims for damages of the Customer owing to a defect shall become statute-barred after one year from the passing of risk of the object of delivery. This shall not apply if we can be accused of fraudulent misrepresentation.
- 7.4 Incidentally, the Supplier shall be liable according to the statutory provisions.

#### VIII. Reservation of title

- 8.1 The object of delivery shall remain our property until the satisfaction of all claims from the business relationship between DG and the Customer. The Customer may neither pledge the object of delivery, nor assign it as collateral before transfer of the ownership to it.
- 8.2 The Customer has to notify us immediately and as soon as possible, and to object if the reserved goods or other objects or claims, to which we are entitled to rights, are attached by third parties, an application is filed for the opening of insolvency proceedings over its assets or an impairment is to be feared otherwise. The necessary documents are to be enclosed with the notification. The Customer has to reimburse us costs which are incurred to us by such incidents.
- 8.3 If the Customer does not provide a due service, if it in particular is in default of payment, then we are entitled, if we have unsuccessfully set the Customer a reasonable deadline for the service, to request hand-over of the object of delivery and/or to cancel the contract; the Customer is obliged to hand-over. The request for hand-over of the object of delivery does not represent a declaration of cancellation unless this is explicitly declared.
- 8.4 If certain measures are necessary with deliveries overseas in the country of import for the validity of the rights in the afore-mentioned reservation of title or our other rights described therein then the Customer has to point these out to us and to carry out such measures at its costs. If the law of the country of import does not allow a reservation of title, however it permits the seller to reserve other rights to the object of collateral, then we can exercise all rights of this kind. Insofar as an equivalent security of our claims against the Customer is not achieved hereby, the Customer undertakes to procure other collateral to the delivered goods or other collateral items for us at its costs.
- 8.5 A reservation of title of the Supplier will only become part of the contract if the reservation of title lapses with the payment of the price agreed for the reserved goods, and DG is authorized to the resale and further processing in the ordinary course of business. A further reservation of title of the Supplier shall not be accepted.
- 8.6 DG shall reserve rights of property and copyrights to the diagrams, drawings, calculations and other documents handed over to the Supplier. They may not be made accessible to third parties without the explicit written consent of DG. They are to be used exclusively for the production owing to the order by DG. After the processing of the order, they are to be returned to DG without request.
- 8.7 The Supplier undertakes to maintain strict secrecy concerning all received samples, drawings, calculations and other documents and information; they may only be disclosed to third parties with the explicit consent. The non-disclosure obligation shall also apply after the processing of this contract. It shall lapse if and insofar as the production know-how contained in the provided diagrams, drawings, calculations and other documents has become general knowledge.
- 8.8 The Supplier is only permitted to make reference to the business relationship existing with DG in information and advertising material with the explicit consent of DG. The Supplier shall be liable for all damages suffered by DG from the breach of one of these obligations.

#### IX. Technical documents, samples and property rights, data protection

- 9.1 If the Customer supplies drawings, models or samples in order to carry out the contract, it shall be responsible for possible infringements of property rights of third parties.
- 9.2 If a third party refers to property rights belonging to it and forbids us from using such objects, we are entitled to discontinue the work without examining the factual and legal position. The Customer shall be notified hereof immediately. The Customer shall indemnify us

owing to possible claims from copyrights, trademarks or patents unless we are responsible for the infringement of property right ourselves.

- 9.3 Inventions and samples which are developed by DG within the framework of the fulfilment of the order shall only entitle DG to apply for the entry of a corresponding property right in the absence of a written agreement to the contrary. This shall also apply if the Customer assisted in the development.
- 9.4 The Customer is entitled to use inventions and samples to an unlimited extent with regard to time and geography within the meaning of No. 9.3 according to the purpose and contents of the contract concluded with DG. This right of use is covered by the agreed remuneration.
- 9.5 Property rights and copyrights to cost estimates, blueprints, construction proposals, data carriers, software and similar documents made available by us shall remain reserved. This shall in particular also apply to data possibly made available within the framework of the fulfilment of the contract, in particular 3D data, as well as to production tolerances and single part drawings. These documents and data may only be made accessible to third parties with our explicit prior and written consent. This shall in particular apply to documents and data which have been described as "confidential".
- 9.6 We would like to point out that personal data of the Customer are only processed for the purpose of processing the contract and for the supervision of the Customer. The data will not be forwarded to third parties beyond this purpose. When placing the order, the Customer agrees at the same time that the data be taken over into an IT file.

#### X. Non-disclosure obligation

- 10.1 Deemed as "confidential" is all information, which is notified by DG or companies affiliated with it together with the offer, during the contractual negotiations or within the framework of the execution of the order, that
  - refers to the object of contract, DG or affiliated companies and that
  - before the receipt from DG was neither accessible to the public nor available at the Customer or its affiliated companies without an obligation for confidential treatment.
- 10.2 Information shall no longer be deemed as confidential information if this has been made accessible to the public without breaching this agreement or was lawfully notified to the Customer or its affiliated companies by another party without an obligation to confidential treatment.
- 10.3 The Customer shall treat all confidential information as strictly confidential and neither disclose, distribute, make it accessible to third parties nor publish it. It shall exclusively limit the access to the confidential information to those of its managing directors, employees or consultants who have to know such information for the purpose of this agreement, and oblige these to the corresponding confidentiality.
- 10.4 Upon request of DG and/or if an offer is not accepted by DG, the Customer and its affiliated companies shall return all confidential information notified in the relevant form and all copies made thereof immediately. Files are to be destroyed to the extent that they cannot be restored.
- 10.5 The obligations of the Customer from this non-disclosure agreement shall end ten years after their respective disclosure for each individual piece of confidential information.

#### XI. Provisions under foreign trade law

- 11.1 The Customer is responsible for compliance with German, European and other relevant regulations under foreign trade law.
- 11.2 Offers shall be submitted under the pre-requisite that the business is admissible under foreign trade law and no permit under foreign trade law is necessary for its execution. If it is determined that such a permit is necessary, DG can revoke the offer or, if a contract was already concluded, cancel it. Cost consequences shall not be incurred for DG in these cases. The cancellation is to be declared within six weeks after knowledge of the obligation for approval.
- 11.3 Insofar as a permit is necessary for the fulfilment of the offered service according to German, European or international foreign trade law or becomes necessary after conclusion of the contract, then DG is entitled, irrespective of the right to cancellation according to Par. (2), to withhold the owed service until the granting of the necessary permit; delivery deadlines shall begin to apply no earlier than from the granting of the necessary permit. If a necessary permit is not granted or if contextual conditions or secondary provisions are not satisfied or not satisfied in time then DG is exempted from the service obligation. Insofar as the permit proceedings are conducted by DG, the Customer has to assist in a suitable manner herein and in particular procure all necessary information and documents immediately. Costs incurred hereby are to be borne by the Customer. Possible information under foreign trade law provided by DG is non-binding and shall not release the Customer from an own examination.
- 11.4 If permit proceedings last for longer than six months then DG is entitled to cancel the contract.
- 11.5 If the execution of the contract fails owing to the non-compliance with foreign trade provisions, namely owing to the non-granting of a necessary permit then DG is entitled to remuneration of the services provided until this time according to Subclause 11.15. The same shall apply if DG cancels the contract according to Par. (2) or (4). A possibly collected down payment is only to be reimbursed in the amount which exceeds this claim.

#### XII. Special terms and conditions for the delivery of plastic parts

- 12.1 The following special terms and conditions shall apply to contracts of which the object is the delivery of plastic parts. They shall apply in addition to the other general provisions.
- 12.2 Order cancellations are only valid with our consent. In this case we are entitled to compensation in the amount of 20% of the agreed purchase price amount for the loss of earnings without individual proof. The Customer is explicitly permitted to prove that no damages were suffered or these are substantially lower than the flat rate. In an individual case, we reserve the right to request higher damages if we can prove this.
- 12.3 If there are more than two months between the placement of the order and the agreed delivery date, we are entitled, in case of a general increase in our list prices in this period of time, to increase the agreed delivery price in the same ratio as we increased the list price for the ordered product. The same shall apply in case of delays in delivery for which the Customer is responsible, insofar as the general increase in the list prices falls in the period of the delay.
- 12.4 If there is an essential deterioration to the asset circumstances of the Customer after conclusion of the contract, or if we only become aware of a deterioration to the asset circumstances which occurred previously after conclusion of the contract, then we are entitled, at our own choice, to either request an advance payment or provision of collateral.
- 12.5 Forms, tools and other production equipment shall remain our property, even if they are charged to the Customer in full or in part.
- 12.6 The start of the delivery deadline presumes the clarification of all technical questions.

- 12.7 The delivery date is adhered to in any case if the ordered goods are ready for shipment within the agreed deadlines. We cannot assume any liability for a timely arrival of the goods at the Customer.
- 12.8 If the shipment is delayed at the initiation of the Customer by more than 2 weeks after the agreed delivery date or, if no delivery date has been agreed, by more than 2 weeks after the report that the goods are ready for shipment, we are entitled to charge a flat rate storage fee in the amount of 0.5% of the price of the delivery, a maximum however of 5% for each started month. The right is reserved for both contractual parties to prove higher or lower storage costs.
- 12.9 If the Customer does not accept the goods, we are entitled to cancel the contract or request damages owing to non-fulfilment after setting a final deadline of 14 days. In the latter case, we are entitled to assert a flat rate claim for damages in the amount of 20% of the agreed purchase price amount. Both parties reserve the rights to prove higher or lower damages.
- 12.10 The execution of the necessary remedy of defects is exclusively carried out in our company. The Customer is therefore obliged to send us the faulty goods at our costs upon request.
- 12.11 A defect does not exist in case of customary deviations, in particular with details of measurements and weight, performance details, the shade of the colour with lacquers and dyeing of plastic parts, in particular compared with our colour cards or colour samples.
- 12.12 The Customer may process the goods, to which we have reserved the property, within the framework of the ordinary course of business and mix, combine or connect these with other objects, unless it is in default of payment or has suspended the payments. For the event of the processing, mixing, combining or connection, it is hereby deemed as agreed already that we are entitled to a co-ownership share of the new goods or goods quantity produced by the processing, mixing, combining or connection, which corresponds with the value of the reserved goods in the ratio to the value of the other objects involved in the processing, mixing, combining or connection. The Customer shall keep the new object produced by processing or the total quantity of the mixed, combined or connected objects in safekeeping on our behalf.
- 12.13 The Customer may sell the goods, to which we have reserved the property or to which we are entitled to co-ownership, within the framework of the ordinary course of business, unless it is in default of payment or has suspended the payments. It may not pledge the goods or assign these as collateral. A sale overseas is only permitted with our prior written consent. If the Customer sells the reserved goods, it hereby now already assigns to us the rights to which it is entitled against its buyers from the sale until the redemption of all of our claims with all secondary rights, collateral and reservations of title.
- 12.14 We can request that the Customer notify its buyers of the assignment and provides us all information and documents which are necessary for the collection. The Customer may, however, collect the claims assigned to us as long as it is not in default of payment or has suspended the payments. If the claims of the Customer from the resale of the reserved goods are included in a current account then the Customer hereby now already assigns us its claim for payment from the respective or the recognised balance in the amount in which claims are contained therein from the resale of the reserved goods. If we are only entitled to the co-ownership to the sold goods then the afore-mentioned assignment shall only apply in the amount of the value of our co-ownership.
- 12.15 If goods, to which we have reserved the property or to which we are entitled to the co-ownership, are sold together with other goods at a total price then the afore-mentioned assignment shall only apply in the amount of the invoice value of our reserved goods or in the amount of the value of our co-ownership. If the Customer receives a cheque or bill of exchange for the sale of our reserved goods, it hereby now already assigns us the cheque or bill of exchange until the redemption of all of our claims. It undertakes to keep the cheque or bill of exchange carefully in safekeeping on our behalf. Incidentally, the regulation in the afore-mentioned paragraph shall apply accordingly.

### XIII. Special terms and conditions for the delivery of services

- 13.1 DG works in an advisory capacity and, as such, proposals and concepts are recommendations to the customer. The acceptance and implementation thereof are carried out at the risk and responsibility of the Customer.
- 13.2 DG is not authorized to give instructions to the Customer and its suppliers. All measures and procedures are recommendations. The acceptances and implementations thereof are carried out at the risk and responsibility of the Customer or suppliers of the Customer. Agreements to the contrary are to be described in writing between DG and the Customer and made accessible to all parties involved.

### XIV. Product liability

- 14.1 Insofar as the Supplier is responsible for a damage to a product, it undertakes to insofar indemnify DG from claims for damages of third parties upon first request if the cause lies in its scope of control and organisation and it is liable itself in the external relationship. In this framework the Supplier is also obliged to reimburse possible expenses which are incurred to DG from or in connection with a recall action carried out by DG. DG shall inform the Supplier – insofar as possible and deemed reasonable - about the contents and scope of the recall measures which are to be carried out, and give it the opportunity to make a statement.
- 14.2 The Supplier undertakes to maintain product liability insurance with a sum insured of EUR 5 million per person/material damage – lump sum. If DG is entitled to further claims for damages, then these shall remain unaffected.

### XV. Place of jurisdiction, place of performance, choice of law, language

- 15.1 The place of performance for deliveries and payments is Kirchartd.
- 15.2 If the Customer is a merchant, legal entity under public law or special assets under public law, the exclusive place of jurisdiction for all disputes from this contract is our registered seat. The same shall apply if the Customer has no general place of jurisdiction in Germany or its place of residence or customary place of abode are not known at the time when the action is filed. We are, however, also entitled to file an action at the registered seat of the Customer.
- 15.3 The legal relationships between the Customer and us are exclusively subject to the law of the Federal Republic of Germany. International law on purchases (UN Convention on the International Sale of Goods) or other interstate law is, insofar as permitted by law, excluded.
- 15.4 The contractual language is German. The German version of these terms and conditions is decisive.

### XVI. Escape clause

Should individual provisions of these terms and conditions be or become invalid in full or in part or should a loophole be determined in these terms and conditions, this shall have no effect on the validity of the other provisions. A valid provision shall be deemed as agreed to replace the invalid provision which corresponds with the sense and purpose of the invalid provision. In the event of a loophole, that provision shall be deemed as agreed which corresponds with that which would have been agreed according to the sense and purpose of these terms and conditions if they had considered the matter from the start. This shall also apply if the invalidity of a provision is due to a

measurement of the service or time which is standardised in these terms and conditions; in such cases a legally admissible measurement of the service or time, which shall as far as possible correspond with that which was intended, shall replace that which was agreed.

DG Projekt GmbH, Fellbach  
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