

Preamble

The following service and performance conditions, as the conditions of supply and payment, are integral parts of all our proposals and agreements. Thiet GmbH's T&Cs always take precedence over those of customers/suppliers.

1

The following conditions apply to all purchases without a particular additional agreement being required. Deviations, ancillary agreements and special agreements require our written confirmation. Contradicting conditions of purchase of the customer do not apply.

2

In the absence of other agreements, our proposals are always non-binding. Stated dimensions, weights, shades, catalogue illustrations etc. are indications and therefore non-binding. Orders, arrangements and assurances, including those of our representatives and other employees, require written confirmation to be legally effective.

3 Prices

Our prices are non-binding and ex works Riepe. Unless a fixed price is expressly agreed or, a set period of validity is agreed for the stated price, the price applicable on the date of performance is charged. Unless otherwise set out, all prices are not including VAT. This is added to the price of the goods when issuing the invoice at the respective statutory amount.

All prices are given excluding packaging and transport costs. Estimates are always non-binding. The minimum order amount is €50.00 net. We charge an administration fee for orders under € 50.00.

Where prices for the service provided by suppliers or, our manufacturing, handling or processing costs rise during the lead time in the event of an agreed price, we are entitled to increase our price accordingly. Nevertheless, this only applies to dealings with non-merchants if the service does not need to be provided within 3 months of the agreement being entered into.

4 Delivery period and right of cancellation

Delivery and production lead times only apply if agreed in writing. Failing to meet such deadlines does not entitle the party to the agreement to assert the rights available to it until it has set us a reasonable written grace period of at least 60 days with notice of rejection of performance. Agreed delivery periods or grace periods set are extended by the period during which we are prevented from providing the service and/or producing due to the disruption to the work process. Extraordinary circumstances such as force majeure, mobilisation, war, strikes, government actions as well as delays in production and transport from the manufacturer entitle us to split the delivery in part or in whole. We do not accept any form of contractual penalties. Such events, that also include traffic delays etc., release us in full from performing the service/production and the promised deadline for the duration of their effects or in the event of impossibility. In this event the purchaser is not entitled to claim compensation against the seller.

5 Securities

Where there is justified doubt about the customer's ability to pay, we reserve the right to make our delivery dependent on advance payments or corresponding security, or to withdraw completely from the agreement.

6 Warranty

We are to be notified of defects in writing immediately, however within 7 days of performance of the service or delivery of the goods. This leads to no change to the agreed payment conditions. It therefore does not lead to retention or offsetting. The warranty periods of our suppliers (manufacturer) apply to machinery and electrical devices in particular. The warranty does not extend to the replacement of the affected devices, rather only to them being properly repaired by the seller or a specialist workshop authorised by the seller. We do not meet any other claims such as freight, salary costs incurred by you, travel costs, claims for recourse and consequential losses. The exemption from liability also refers to claims under Articles 823 *et seq* of the German Civil Code. This also applies to claims for compensation for extra-contractual liability, which is not provided. Where the defect is accepted, we will opt to replace it in part or in whole, repair it, or issue a credit note. Further claims are excluded.

7 Shipment and packaging

Shipment and packaging is always at the risk of the recipient, even of the goods are delivered carriage paid or by our in-house vehicles. Packaging is not taken back. There is a specific comment on the invoice in exceptional cases where it is taken back. Specially produced goods not in stock cannot be taken back. As a result, our order confirmations are to be checked carefully. Stocked goods can only be taken back where a contribution to expenses is deducted.

8 Payment conditions, electronic invoicing

Our invoices are payable net immediately in Riepe in cash on receipt of invoice. Different payment conditions require our express acceptance and written confirmation.

If the payment term is exceeded we reserve the right to charge arrears interest of 5% p.a. above the base rate published by the German Federal Bank without a reminder. All existing receivables become due immediately in the event of payment arrears of more than 1 week.

The Purchaser agrees that our invoices will be invariably sent in electronic format to the recipient provided. The purchaser agrees that that it will no longer receive

paper invoices and we are entitled to send an electronic invoice in accordance with statutory provisions to the email address on record.

The purchaser is entitled to object to the sending of invoices in electronic format at any time. In this case we will issue the purchaser with invoices in paper format. In this case the purchaser shall bear the additional costs for sending the invoice in paper format and the postage.

The purchaser is responsible for being able to receive electronic invoices or, where agreed, being collected from it in electronic format. The purchaser is responsible for malfunctions with receiving equipment or other circumstances preventing receipt. An invoice has arrived as soon as it has entered the purchaser's sphere of control. As soon as we send a notice and the purchaser retrieves the invoice itself, or we provide the invoice for retrieval, the invoice has arrived, if retrieved by the purchaser. The purchaser is obliged to retrieve the invoices provided within a reasonable period.

The purchaser shall notify us without delay where an invoice does not arrive or cannot be received. In this event, Jürgen Thiet GmbH will resend a copy of the invoice designated as a copy. Where the disruption to transmission is not rectified in good time, we reserve the right to send invoices in paper format until the disruption is rectified. The costs for sending paper invoices are borne by the purchaser.

Access details, usernames or passwords made available to the purchaser by Jürgen Thiet GmbH are to be protected from being accessed by unauthorised individuals and handled as strictly confidential. The purchaser is to inform us without delay where the it becomes aware of information being obtained by unauthorised individuals.

9 Place of performance and jurisdiction

Riepe is the place of jurisdiction and performance for both parties for all obligations, including cheque obligations, arising from our deliveries. The place of jurisdiction for claims by parties to the agreement, including claims regarding payment of cheques, is agreed as Aurich, where the provisions for a change of jurisdiction in accordance with Article 38 of the German Code of Civil Procedure apply. German Law applies

10 Retention of title

Extended retention of title Title to the goods remains with the seller until payment in full. The purchaser is entitled to dispose of and process the purchased item in the ordinary course of business, but the supplier retains joint title where the purchase price has not been settled in full. As a precaution, receivables arising from the resale or, as may apply, reprocessing are hereby assigned to the seller in full. The seller hereby irrevocably authorises the purchaser to collect these receivables. Revocation may only be exercised if securing the purchase price is jeopardised. Until payment in full, the goods may be neither pledged nor assigned as security without our written consent. Retention of title in accordance with the above provisions also remains in place if our receivables are entered in current invoices, and the balance has been indicated and accepted.

Enhanced retention of title Title to the item purchased remains with the seller for the purposes of security until payment of all receivables (including all outstanding balances due to the seller under overdrafts) due to the seller for whatever legal reason against the purchaser now or in the future. The seller will release this on request if the value of the title by way of security continues to exceed the amount of the receivables by 20%.

During the period of retention of title the purchaser is obliged to maintain the purchased item in a proper condition, and to arrange for all work required by the manufacturer/importer when due and for required repairs to be performed without delay by a workshop recognised by the manufacturer/importer for the care of the purchased item. Individual parts of the above delivery and payment conditions ceasing to apply, or being void or invalid due to law, special contract or factory conditions does not affect the validity of the remaining provisions for performance. Even in the event of tacit consent to deviations from our conditions above, we are always free to fall back on these conditions as they form an inseparable component of our performance and order confirmations.

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