



1. Application

- (1) The contractual partner of the customer/buyer (hereinafter referred to as "Customer") is REMBE® GMBH SAFETY + CONTROL (hereinafter referred to as "REMBE®") of Gallbergweg 21, 59929 Brilon, Germany, represented by its managing director, Stefan Penno, *MBP BA IBA*.
- (2) The following conditions of sale, which will at all times be available on the internet at www.rembe.de, or which can be made available upon request, shall apply to all current and future contracts and business relationships between REMBE® and the Customer. Alternative, conflicting or supplementary general business conditions shall not become a part of the contract even if they are known [to REMBE®] unless REMBE® has expressly approved their applicability in writing.
- (3) All agreements which are concluded between REMBE® and the Customer in connection with purchase contracts and/or contracts for work and services, are recorded in writing in the purchase contract or contract for work and services, these terms and conditions and the order confirmation of REMBE®.

2. Offer and Conclusion of Contract

- (1) Any offers made by REMBE® shall be without obligation and non-binding and can be revoked until we have confirmed the order, unless REMBE® has, in writing, expressly described them as binding. Collateral agreements, amendments and additions to the order are only valid if these have been confirmed in writing by REMBE® or have been agreed in writing between the parties.
- (2) Even if the Customer places the order following the REMBE® offer, a binding contract shall only be concluded through our written order confirmation on the basis of the REMBE® offer, which shall reiterate all the stipulated details and shall, for both parties, serve as a processing guideline and be binding.

3. Terms of Payment

- (1) The prices quoted by REMBE® are net, without either a cash discount or any other discount, in Euros, "ex works", excluding freight, packaging, insurance and handling, with value added tax at the rate applicable on the date of delivery to be added.
- (2) Unless otherwise agreed in writing with the Customer, payments (without deduction) are to be made within 30 calendar days net, or within 8 calendar days with a 2% cash discount. Cheques, payment orders and bills of exchange will not be accepted as payment, but only as conditional payment. Any additional costs incurred in connection with these modes of payment for discounting, collection charges, etc. shall be borne by the Customer.
- (3) Our invoices are deemed to have been approved unless challenged in writing within 30 days of the invoice date.
- (4) Even without a reminder from REMBE® the Customer shall be in default if he fails to pay the purchase price/price of the work or service within 30 days of the due date and of receipt of the invoice or equivalent schedule of payments to be made. If the Customer is in default with a payment, then REMBE® is entitled to demand interest from the relevant date at a rate of 8 percentage points above the base lending rate of the European Central Bank (ECB) at the time. REMBE® reserves the right to provide evidence of damage in excess of this.
- (5) Even where a complaint regarding a defect, or a counterclaim, have been made, the Customer is only entitled to offset, if the counterclaim has been acknowledged by a court of law, has been accepted by REMBE® or is undisputed. The Customer is only entitled to exercise a right of retention if his counterclaim is based on the same purchase contract or on the same contract for work and services.

4. Delivery and Performance Dates

- (1) Delivery dates or deadlines, which have not been expressly agreed as binding, exclusively constitute non-binding details.
- (2) If, through its own fault, REMBE® is unable to adhere to an expressly agreed deadline or is otherwise in default, the Customer shall grant a reasonable extension – beginning with the date of receipt by REMBE® of the written notice of default, or with the relevant calendar date. The Customer shall be entitled to cancel the contract after the unsuccessful expiry of this final deadline.
- (3) Where performance is delayed by reason of force majeure, exceptional events or strikes, the agreed delivery deadlines shall be extended by the duration of the event in question, and both parties shall be entitled to cancel the contract in the event that delivery becomes impossible.
- (4) The delivery date is deemed to have been observed, if, by the delivery date, the goods to be delivered have left the company or the Customer has been informed that the goods are ready for shipment. Otherwise, the delivery date is only to be regarded as approximate, so that only in the case of a specific agreement in this regard, will the Customer have any rights should the delivery date not be observed.
- (5) REMBE® will be liable towards the Customer under the statutory provisions in case of a delay in delivery where that delay is due to an intentional or grossly negligent breach of its duties on the part of REMBE®. REMBE® shall be responsible for any fault on the part of its representatives or agents. Where the delay in delivery is not due to any intentional or grossly negligent breach of its duties on the part of REMBE®, the liability of REMBE® shall be limited to such damages as are foreseeably typically occurring.

5. Risk – Shipment / Packaging

- (1) Loading and shipment are carried out without insurance, at the risk of the Customer. REMBE® will try to take the wishes and interests of the Customer into account with regard to the mode of transport and transport route, with additional costs caused thereby to be borne by the Customer - even in cases where free delivery has been agreed. The Customer shall take out transport insurance at his own expense.
- (2) The Customer shall bear the risk of loading, transport and unloading, at the latest from the time when the goods are handed over to the transport person. This shall also apply where REMBE® has taken on the transport costs. Where the goods are collected by the Customer from REMBE®'s premises, the risk, e.g. of damage or destruction, shall pass to the Customer with receipt of the goods.
- (3) If the goods to be processed are collected by REMBE® at the Customer's request, the Customer shall bear the transport risk. The Customer is at liberty to insure these risks. The stated provisions shall also apply where we have promised free delivery.



(4) If the goods are ready for shipment and shipment or acceptance are delayed for reasons for which REMBE® is not responsible, then risk shall pass to the Customer with the receipt of the notification that the goods are ready for shipment. The Customer shall immediately request delivery of goods which are ready for dispatch, at the latest, however, after expiry of a period of 10 days after notification. If no such request is made, we shall be entitled to store the goods at our own discretion at the expense and at the risk of the Customer.

6. Warranty / Liability

(1) The Customer shall inspect the product / the software etc. immediately for defects and completeness. Obvious defects are to be reported in writing immediately after receipt; otherwise the future assertion of warranty rights will be precluded. The punctual despatch shall suffice for compliance with the deadline. The full burden of proof with regard to all pre-conditions for the claim shall be with the Customer, in particular with regard to the defect itself, the time when the defect was discovered and the punctual notification of the defect.

(2) REMBE® will not assume any liability for the usability of the product within the (End-) Customer's system as a whole, unless REMBE® had specifically warranted such usability in writing.

(3) REMBE® will have no liability in relation to defects if the Customer has failed to notify an obvious defect in writing within the relevant time. In relation to each individual defect the Customer shall allow REMBE® a reasonable period to remedy such defect.

(4) We shall, initially, deal with any defects of the product / the software etc. by attempting to remedy these (at our own choice either by subsequent correction or by replacement). Should it transpire, during the subsequent correction work, that not our product, but another product and/or the Customer's installation was the cause of the defect, then the Customer shall refund the costs incurred by us (e.g. transport costs, customer service time, etc.) on demand and on production of the appropriate evidence.

(5) Should the repair or correction fail, whereby any second unsuccessful attempt will be deemed to be a failure, or should REMBE® altogether refuse any repair or correction, then the Customer can at his choice demand a reduction of the remuneration (reduction) or cancel the contract. In the case of a minor breach of the contract and, in particular, in the case of only minor defects, the Customer will, however, not be entitled to cancel the contract. REMBE® shall be entitled to refuse the type of remedy chosen by the Customer if this involves disproportionate costs. Reduction of the purchase price and cancellation of the contract by the Customer are excluded for the duration of the repair or correction work.

(6) Where, after the failed repair or correction the Customer chooses to cancel the contract owing to a legal or material defect, he shall not have any additional claim for damages owing to that defect. The Customer can only assert a claim for damages in relation to the defect if the repair or correction has failed or has been refused by REMBE®. The burden of proof for the failure of the repair or correction shall be with the Customer.

(7) Claims for consequential damage, loss of profit and damage which is not foreseeable are excluded, except where they are due to intent or gross negligence, the absence of a warranted quality or the negligent breach of such contractual duties, the observance of which is of special significance for achieving the objective of the contract (principal obligations).

Irrespective of the above provision, REMBE® shall be liable without limitation for any damage to life, body and health, which is due to a negligent or wilful breach of duty by us, our legal representatives or our agents, for any damage, which is covered by a liability under the Product Liability Act (Produkthaftungsgesetz), as well as for any damage which is due to wilful or grossly negligent breach of contract, or deceit.

Any further liability is excluded – insofar as permitted by law – irrespective of the legal nature of the asserted claim. Insofar as the liability of REMBE® is excluded or limited, this shall also apply to the personal liability of our employees, workers, representatives and agents.

(8) The period of limitation for any warranty claims on the part of the Customer shall, starting with delivery of the product/the goods, be

a) in case of a product, which, in line with its customary use, is used for a building, 5 years, except in the case of mechanical and electrico-technical / electronic systems, where servicing has a bearing on safety and functionality; this shall be 2 years, if the Customer has decided not to assign the servicing to us for the duration of the period of limitation,

b) in case of other products under a contract 1 year.

This shall not apply, if we can be accused of deceit. In this case the warranty rights of the Customer are subject to the regular period of limitation.

7. Reservation of Title

(1) REMBE® reserves the right of ownership in the sold product until settlement of all outstanding claims from the business relationship with the Customer, irrespective of the legal basis of such claims.

For the duration of the reservation of title, the Customer undertakes to inform us immediately of any seizure of the goods by any third party, for example in the event of an attachment, as well as of any possible damage to or destruction of the goods, to provide us with the information required to take legal action and to hand over any necessary documents. The Customer shall inform us immediately of any change in possession of the goods.

(2) If the Customer does not satisfy his payment obligation despite a reminder, then REMBE® may demand the return of the goods of which it has retained ownership without first setting a deadline. The transport costs thus incurred shall be borne by the Customer. Such seizure of the goods in question by REMBE® will always constitute a cancellation of the contract. Once it has obtained possession of the goods, REMBE® shall be authorised to sell these. The sale proceeds shall be set off against the liabilities of the Customer – minus reasonable sales costs.

(3) We are entitled to a statutory entrepreneur's lien in any objects handed over to us. Irrespective thereof, the Customer shall grant us a contractual lien in the objects which are handed over, which shall serve as security for all claims from the business relationship. Where parts are delivered to the Customer before full payment, then it is hereby agreed with the Customer in advance, that he shall assign to us the ownership in these parts to the value of our claim as security for our claims and that the handing-over of possession is replaced by the fact that the Customer shall keep the parts on our behalf. Equivalent rules shall apply with regard to any future entitlement of the Customer to objects handed over to us, where these have been delivered to the Customer by a third party under reservation of title. We shall be entitled to cause the reservation of title to cease. Any claims for re-assignment which the Customer may have against a third party, to whom he had previously assigned the objects handed over to us as collateral, shall be assigned to us. We hereby accept such assignment.



(4) Where goods, which have been supplied under reservation of title, are processed by the Customer in such a way as to create a new movable object then such processing shall be carried out in our name and to our order. Where the processing is carried out with other objects which do not belong to us, then we shall acquire co-ownership in the new object in such proportion as the value of the goods supplied by us has to the value of the other processed objects. The same shall apply if the goods are mixed, combined or connected with other objects which do not belong to us. If the Customer acquires sole ownership by way of the connecting, combining or mixing, then he hereby assigns in advance co-ownership to us to such an extent as the value of the goods, which have been supplied under reservation of title, had in relation to the value of the other goods at the time of the connecting, combining or mixing. In such cases the Customer shall store the object which is in our ownership, or in our partial ownership, free of charge. Where goods, in which we have co-ownership are sold by the Customer, then the assignment of the claims shall extend to the amount, which corresponds to the value of our co-ownership share. In all other cases the Customer shall assign to us any claims against the buyer, which arise in the event of the sale of goods which have been supplied under reservation of title in the amount of [the value of] such goods. We hereby accept such assignment.

8. Copyright

The Customer indemnifies us against, and releases us from, all claims of any third parties in connection with intellectual property rights, in particular copyright and similar property rights in drawings and documents handed over to us. REMBE® undertakes to use photocopies and other reproductions produced by it exclusively for the purposes of calculation and production and not to pass these on to any third parties.

9. Drawings and other Documents

The Customer shall without delay carefully and expertly examine, or cause to be examined, any technical plans prepared by us for customers, in particular technical drawings, circuit and electrical diagrams, designs, calculations regarding safety and measuring techniques. Possible errors must be reported to us immediately after having been discovered. We shall not be liable for the consequences of errors which could have been discovered upon proper examination of our designs.

10. Copyright

(1) We expressly reserve our property rights, copyright and other intellectual property rights in any offers, drawings, technical designs prepared by us and any other documents supplied to the Customer, even after these have been handed over to the Customer. The Customer may not make any further or alternative use or change the documents and other work supplied by REMBE® in connection with the contracted work beyond the purpose of the contract without the involvement of REMBE® while always protecting all possible personal intellectual property rights, etc. In particular, it is not permitted, without express prior written consent, to personally make further use of, or assign to any third party, any rights of exploitation, use or change in the aforementioned sense.

(2) The Customer may use software programmes, which are also supplied, exclusively within the framework of the contractual relations. Any passing-on, sharing of use, reproduction, etc. for the benefit of third parties is not permitted without the prior written consent of REMBE®.

11. Trade Secrets / Data Protection

(1) The Customer shall treat all documents handed over to the Customer by us as confidential. They may only be forwarded to third parties with our prior written consent. Documents containing designs and technical calculations remain our property and may only be used or changed by us or with our prior written consent. In particular, the Customer shall not pass on to any third parties any trade secrets, in particular any technical processing information relating to our products. Drawings, production information and other agreements are subject to data protection. These data may not be forwarded to third parties, either.

12. Choice of Law / Place of Performance / Jurisdiction

(1) The relationship between the contractual parties shall be regulated exclusively by the laws applicable in the Federal Republic of Germany. The application of the Uniform Law on the International Sale of Goods and the Uniform Law on the Formation of Contracts for the International Sale of Goods is excluded.

(2) The place of performance for all claims arising from and in connection with this contract and the business relationship shall be the main office (Sitz) of our company.

(3) The court in whose district our main office (Sitz) is located shall have exclusive jurisdiction for all disputes under this contract, its termination and the business relationships. The same shall apply if, at the time when court proceedings are started, the Customer is not subject to German jurisdiction or his domicile or usual place of residence are not known at the time.

(4) The German text shall prevail in case of ambiguities due to translation of the General Conditions of Sale or in other cases where there is doubt or where there are problems of interpretation.

13. Severance

Should any provision of these General Conditions of Sale be or become invalid or unenforceable then this shall otherwise have no effect on the validity of the General Conditions of Sale. In such a case, the parties are required to replace the invalid provision with an agreed clause, which shall correspond as closely as possible with the void provision.