

## General Terms and Conditions from 1<sup>st</sup> January 2014

### 1. Scope

The following Terms and Conditions shall apply to offers and deliveries. Our General Terms and Conditions shall be accepted upon order-placing or contract award. Other general terms and conditions shall only be binding on our company if we have accepted them in writing.

### 2. Contract conclusion and contracting party

2.1 Contracts must be concluded in writing. (Phone-based) verbal agreements must be confirmed in writing. Specifications on goods, prices, quantities and delivery dates must be made therein. The client's contracting party is the seller Scansonic PGS GmbH, Schwarze-Pumpe-Weg 16, 12681 Berlin, Germany, represented by the manager Mario Hans Hesse.

2.2 A contract shall be legally binding, and the right to delivery valid, only if the seller confirms a client's order in writing.

2.3 The minimum order value shall be 150.00 € ex-works.

2.4 The buyer may cancel an order free of charge within 1 working day after order confirmation date. In case of order cancellation as from the 2nd working day, the seller may invoice the incurred costs to the buyer.

### 3. Prices

3.1 Specifications on prices: all prices shall be indicated in € (euros) plus VAT. Prices shall be determined by the terms and conditions applicable on the contract conclusion date.

3.2 The seller shall retain the ownership of all delivered and stored goods until the purchase price is paid in full.

3.3 Payment periods and complaints: the seller undertakes to issue an invoice within 2 weeks after contract conclusion. The invoice amount, including

VAT, shall be payable 30 calendar days after the invoice date without any deduction and regardless of any warranty claims.

### 4. Delivery terms

4.1 Partial deliveries / breakdowns: the seller may make partial deliveries. Where a delivery is not made on schedule due to unforeseen circumstances - for instance operational disruptions as a result of strike actions or an act of God, the buyer shall not be entitled to any damage claims.

4.2 Transfer of risk: the risk of loss of or damage to goods shall be transferred to the client once the seller's goods are handed over to the supplier, forwarder or shipper. The foregoing provision shall not apply if the buyer had instructed the seller to dispatch the goods specially. The buyer shall produce the proof hereof. Article 447 of the Civil code (BGB) shall apply.

4.3 The buyer's goods-inspection obligation: after receiving the goods, the buyer must immediately check whether the goods are complete, at the destination (Article 377 of the German Commercial Code (HGB)). The completeness of the goods shall be confirmed through the signature of the delivery note by the buyer's representative.

4.4 Quality-based goods inspection by the buyer: the buyer must report any defects in the goods to the seller latest within 5 additional calendar days after the corresponding invoice becomes due. After this period of 35 calendar days, it shall no longer be possible to file any complaint.

4.5 Complaints: should the buyer make any complaints, the seller may correct the reported defects or replace the affected goods. The buyer's right to goods delivery shall expire if the reported defects cannot be corrected or replaced by the seller. In this case, the buyer shall not be entitled to any damages.

### 5. Place of fulfilment and jurisdiction

The sole jurisdiction for any dispute arising from contracts with Scansonic PGS GmbH shall be Berlin. German law shall apply.