

General Terms and Conditions (GTC) of G. Bee GmbH for Business Transactions with Commercial Enterprises

1. General

Only the following GTC will be applicable. Deviations from them only will be effective with our express written consent. Our GTC also will apply if we carry out the supply being aware of the existence of rules deviating from our GTC or contrary to them. The general terms and conditions apply to all present and future business relations. We hereby expressly contradict deviating GTC of our contracting partners, in particular as far as purchase conditions are concerned. Customers in the meaning of these terms and conditions are enterprises, i.e. physical or legal persons or partnerships having legal capacity we are dealing with and that act by carrying out a commercial or independent activity.

2. Signing of Contract

2.1 Quotations

Quotations are not binding unless agreed differently in writing. Drawings and datasheets enclosed with the quotation are subject to the copyrights and the right on intellectual property. They must not be imparted to third parties and may have to be returned on request.

2.2 Order/Delivery

By ordering any goods, the customer will be committed to the purchase of those goods. Any supply contract will come into effect by the receipt of the written order acknowledgement. In case of immediate delivery the invoice will qualify at the same time as order acknowledgement. We are entitled to accept the contract offer made by the order within two weeks upon receipt by us. The acceptance may be declared in writing or by delivery of the goods to the customer. In case of goods being ordered electronically, we will acknowledge the receipt of the order immediately. The acknowledgement still does not qualify as acceptance of the order, may be linked, however, to the acceptance. The contract will be signed under the proviso of the correct and timely procurement of the necessary goods from our sub-suppliers. This only will apply if the non-delivery is not our fault, in particular in the case where a congruent supply contract has been signed with our sub-supplier. The customer will be informed immediately of the non-availability of the services or goods respectively. The consideration will be reimbursed immediately. In case of an electronic order the contract text will be stored by us and sent to the customer on his request, together with the present GTC, by e-mail. Side agreements will require the written confirmation of the supplier.

We will not be liable for wrong supplies due to a faulty order. Subsequent changes to an order only will be binding if being acknowledged in writing. The means of shipment of the scope of supply will be chosen by us. In case of prevailing shipping instructions of the customer, possible extra fees for packing and shipment shall be borne by the latter. This also applies to orders not subject to shipment fees.

2.3 Return of goods

If any goods need to be returned, please contact us in advance. Basically return shipments shall be forwarded prepaid or will be fetched by us free of charge. We will not accept returns against freight payment on delivery or not prepaid.

We will charge for any return of goods a fee of at least 15% of the value of the goods for taking the latter again on stock, provided the goods are not damaged and have been properly packed (e.g. original packing).

3. Pricing and Terms and Conditions of Payment

All prices are to be understood ex works Freiberg am Neckar and will be declared in € plus the legal VAT. At any order with shipment included, the purchase prices shall be understood excluding the packing and shipping fees. The latter can be informed of on request. Deliveries are made in accordance with the agreed delivery conditions as per respectively Incoterms of 2010.

The customer will not be charged with any additional expenses due long-distance communication fees in the ordering process, the customer will be informed by invoice of the purchase price of the goods. The payment has to be done under the agreed payment conditions. The date of receipt of payment will serve as reference. After expiration of the agreed payment time period, the customer will be late for payment.

If payment against draft or check has been agreed upon, the latter only will be accepted instead of payment. Discount fees will be to the account of the orderer. The customer only will be entitled to compensation if his counterclaims have been substantiated by law or have been acknowledged by us.

The customer only may apply a right of retention if his counterclaims are based on the same contract.

During the period of late payment the customer shall pay interest on arrears of 8% above the basic interest rate. We reserve towards the customer the right to prove and to claim a higher damage by the delay.

Changes to the prices by discounts and modification of the terms and conditions of payment, only will be valid having been agreed upon in writing. If the supplier will learn after signing of the contract that the orderer is not creditworthy or is experiencing financial difficulties, he will be entitled to require an advance payment prior to delivery, even if the order acknowledgement provides for different terms and conditions of payment.

4. Transfer of Risks

The transfer of risk is governed by the respectively agreed delivery conditions to Incoterms 2010.

5. Warranty

In a first instance we will guarantee the integrity of any faulty goods by repair or replacement, and the decision which way we will go will be ours. If the repair fails, the customer basically may require, at his discretion, to pay a lesser price (reduction) or the termination of the contract (cancellation). In case of a minor violation of the contract, in particular in case of minor faults, the customer however will not be entitled to withdrawal from the contract. Basically wear parts are excluded from the warranty.

Obvious faults must be notified to us within a fortnight upon receipt of the goods in writing, otherwise the guarantee claims cannot be put forward any longer. The timely forwarding of the claim will be sufficient in order to observe the guarantee terms. The whole burden of proof for all claims and their presumptions, in particular as far as the fault itself is concerned, the time the fault was discovered and the timely notification of the forwarding of the claim, will be upon the customer.

If the client, due to a legal or factual fault, after failed repair will withdraw from the contract, he will not be entitled to any claim for damages due to the fault.

If the customer after a failed repair will choose to put forward a claim for damages, the goods will remain with the customer, if this can be deemed acceptable to him. The claim for damages will be limited to the difference between the purchase price and the value of the faulty goods. This will not apply in the case of our fraudulently having caused the violation of the contract.

The warranty period amounts to 2 years from delivery of the goods. This does not apply if the customer has not notified us in time of the fault (paragraph 2 of these stipulations).

Basically only the production description of the manufacturer describes the condition of the goods. Besides this, public statements, appraisals or publicity of the manufacturer do not qualify as contract conforming information on the goods.

If the customer receives faulty assembly instructions, we only will be committed to supply him with correct assembly instructions and this also only if the incorrect information of the assembly instructions is an impediment to the proper assembly.

We do not grant the customer legal guarantees. This does not affect the manufacturer guarantees.

6. Limitations of liability

In the case of slightly negligent violation of duty, our liability will be limited to the immediate mean damage foreseeable and typical to the contract as function of the goods. This also will apply to slightly negligent violation of duty by our legal representatives or agents.

We will not be liable towards the customer in case of slightly negligent violation of non-essential contractual duties.

The above mentioned limitations of liability will not apply to claims of the customer based on the product liability statute. Furthermore the liability limitations will not apply to non-assignable bodily harm and damage to health or to loss of life of the customer.

Claims for damages of the customer due to a fault will expire one year after delivery of the goods. This will not apply if fraud can be claimed.

7. Reservation of ownership

In the case of contracts with customers we reserve the ownership to the goods until complete settlement of all claims from an ongoing business relation.

The customer will be committed to a careful treatment of the goods.

If maintenance or inspection work will be required, the customer shall carry them out periodically on his own expenses.

The customer shall notify us immediately of the appropriation of the goods by third parties, e.g. in the case of a seizure, as well as possible damage to the goods or their destruction. The customer shall notify us immediately of the change of ownership to the goods as well as of the change of his own address.

We are entitled to rescind the contract at any violation of the contract by the customer, in particular at late payment or violation of a duty acc. to paragraph 3 and 4 of this stipulation, and to require the return of the goods.

The customer will be entitled to resell the goods in his normal course of business. Already at this point he will assign to us all claims up to the amount of the invoice which will accrue to him by the resale from a third party. We will accept the assignment. After assignment the customer will be empowered to collect the receivables. We reserve the right to have collected the receivables by ourselves as soon as the customer does not properly fulfill his payment obligations and his payments will be late.

The processing and transformation of the goods by the customer always will take place in our name and on our account. If a processing will take place with objects which do not belong to us, we will acquire the co-proprietorship to the new material in proportion to the value the goods supplied by us have referred to the other processed objects. The same will apply if the goods are mixed with other objects which do not belong to us.

8. Final Provisions

The law of the Federal Republic of Germany will apply. The clauses of the UN purchase right will not apply.

The customer being a merchant, legal person of the public law or of any special assets governed by public law, the exclusive place of jurisdiction for all disputes arising from this contract will be our registered office. The same will apply if the address of the customer or his whereabouts at the time of filing of action are not known.

If single stipulations of the contract with the customer, including these general terms and conditions, should be or become completely or partly invalid, this will not affect the validity of the remaining stipulations.

The completely or partly invalid stipulation shall be replaced by a stipulation the commercial success of which will equal at the maximum the invalid provision.

Place of jurisdiction: District court of Besigheim

Freiberg a. N., November 2015