

II. General Terms and Conditions of Sale and Delivery of InVENTer GmbH for contracts with consumers (valid as from April 2019)

1. Scope

1.1. These General Terms and Conditions of Sale and Delivery (hereinafter "GTCS") of InVENTer GmbH (hereinafter "Seller") shall apply exclusively with respect to consumers within the meaning of sec. 13 of the German Civil Code [German acronym: BGB], i.e. to natural persons who are not acquiring the goods primarily either in the exercise of their commercial or their independent professional activities (hereinafter "Purchaser"). These GTCS shall apply to all contracts made between the Seller and the Purchaser for the supply of goods. Any terms and conditions of the Purchaser which the Seller does not expressly acknowledge shall be non-binding on the Seller, even if the Seller does not expressly object to them.

2. Offer, formation of contract, qualities, advice

2.1 Offers by the Seller are non-binding and shall merely represent an invitation to the Purchaser to submit an offer, except where the Seller has expressly designated its offer in writing as binding.

2.2 A binding contract only arises by the Seller's confirmation of the order or by its execution of the order; as a rule, this constitutes delivery of the goods. The Purchaser shall be bound by its offer for a period of seven days from the date of issuing it. Where the Seller does not accept the Purchaser's offer, this shall be deemed a rejection of the Purchaser's offer. The Seller shall be obliged to provide goods from its own stock only.

2.3 Measures, weights, images, drawings and other documents forming a part of the Seller's non-binding offers shall remain the property of the Seller.

2.4 References to norms, to similar technical rules and technical data, descriptions and depictions of the contract goods in offers and brochures shall be deemed mere specifications of performance and not a depiction of the qualities warranted by the Seller.

2.5 Information and advice with respect to the Seller's products will be provided exclusively on the basis of the Seller's prior experience. The values and data indicated in this respect should be regarded as average values and data. All representations regarding products (in particular the figures, drawings, measurement and performance specifications and other technical details contained in offers and printed material of the Seller) shall constitute average values which should be regarded as approximate.

2.6 The qualities of test samples or models furnished shall only be incorporated into the parties' contract as an integral element thereof if this has been expressly agreed in writing.

3. Delivery and passage of risk

3.1 Binding delivery dates and deadlines must be agreed expressly and at least in text form. In the case of delivery dates and periods which are non-binding or approximate (e.g. approx., roughly, etc.), the Seller shall endeavour to the best of its abilities to comply with such deadlines and periods.

3.2 Delivery periods which have been bindingly agreed in writing shall begin to run at such time as the Purchaser receives the confirmation of its order, but not before all of the details of the execution of the order have been resolved and all other prerequisites to be satisfied by the Purchaser have been met; the same shall apply *mutatis mutandis* with respect to delivery deadlines. The Seller is permitted to effect deliveries prior to the expiry of the delivery period.

3.3 Where the Seller is in default of delivery, the Purchaser may set a reasonable grace period and, following expiry thereof to no avail, may resile in whole or in part from the contract. Claims for damages due to delayed delivery or non-performance (irrespective of the grounds thereof) shall only lie pursuant to what is set out in sec. 5.

3.4 The risk shall pass to the Purchaser upon delivery of possession of the goods to be delivered to the Purchaser, the carrier, the freight

forwarder or to any other companies instructed to handle the consignment, but at the latest when the goods leave the warehouse of the Seller unless it was agreed for the obligation to be discharged at the Purchaser's domicile.

4. Terms of payment

4.1 Unless otherwise agreed with the Purchaser at least in text form, the purchase price shall be payable net (without deduction) immediately upon receipt of the invoice by the Purchaser.

4.2 The Purchaser shall be deemed in default of payment of the purchase price even absent a dunning notice by the Seller if the Purchaser fails to pay the purchase price within 30 days from the date of maturity and receipt of the invoice or has received an itemisation for payment which is the equivalent of an invoice, provided that the Seller has advised the Purchaser of these consequences in its invoice or itemisation for payment. Where the Purchaser is in default of payment, the Seller shall be entitled to demand interest at 5% over the respective base interest rate of the European Central Bank (ECB) beginning from the time in question. The Seller shall retain the right to furnish evidence of greater losses.

4.3 The Purchaser shall only be entitled to exercise a right of set-off where its counterclaims have been adjudicated with *res judicata* effect, have been acknowledged by the Seller or are undisputed or where the counterclaims constitute costs for eliminating defects or additional costs of completion. The Purchaser shall only be entitled to exercise a right of retention where its counterclaim is based on the same purchase agreement.

5. Liability

5.1 The Seller shall bear no liability, in particular, for claims of the Purchaser for damages or compensation of expenses, irrespective of the legal grounds thereof, and/or in the event of a breach of duties arising out of the contract and from tort.

5.2 The exclusion of liability set forth above shall not apply

- to intentional or grossly negligent breaches of duty and intentional or grossly negligent breaches of duty by legal representatives or vicarious agents;
- to breaches of material duties under the contract; material duties of the contract are duties the performance of which are crucial to the contract and on which the Purchaser is entitled to rely;
- to cases of injury to life, limb and health, including by legal representatives or vicarious agents;
- to cases of default where a fixed date for delivery and/or services was agreed;
- where the Seller has assumed a warranty for the quality of the goods or for the successful outcome of the services, or has assumed a procurement risk;
- to any liability under the Products Liability Act or other liability schemes which are compulsory by law.

5.3 In the event that the Seller or its vicarious agent is guilty only of slight negligence and the case does not represent a case covered by the foregoing sec. 5.2, lines 1, 3, 4, 5 and 6, the Seller shall also be liable for breaches of material duties of contract, but limited as to amount to such damages as were foreseeable at the time of contracting and are typical for the contract.

5.4 The Seller disclaims any and all liability beyond the foregoing.

5.5 The foregoing exclusions or restrictions of liability shall apply to the same extent in favour of the Seller's executive and non-executive employees and other vicarious agents as well as to the Seller's sub-contractors.

5.6 No reversal of the burden of proof is associated with the provisions set forth above.

5.7 The Seller shall not be liable for any defective delivery insofar as it is not possible to prove that any defects and associated loss or damage are attributable to faulty material, faulty construction or faulty execution. In particular, any warranties and liability for the consequences of

incorrect use or wear and tear of the goods, excessive use or unsuitable handling and care are excluded. This shall not affect section 477 BGB.

6. Retention of title

6.1 The Seller retains title to the goods (Retention of Title Goods) until such time as complete payment for the respective goods has been made.

6.2 The Purchaser shall notify the Seller of any interference by third parties, which shall, in particular, include measures of compulsory execution. The Purchaser shall reimburse the Seller for all losses and expenses arising from any culpable breach of this duty and arising from any necessary acts of intervention against interference by third parties.

7. Text form of statements, place of performance and applicable law

7.1 Legal statements and notices that must be made/issued by the Purchaser to the Seller after conclusion of the contract (e.g. setting deadlines, withdrawals or reduction of the purchase price), must be made in text form in order to be valid (for example, by post or email).

7.2 The place of performance for all contractual obligations shall be Löberschütz, Germany.

7.3 With respect to all legal relations between the Purchaser and the Seller, the laws of the Federal Republic of Germany shall apply, but excluding application of the UN Convention on the International Sale of Goods.

inVENTer GmbH – Ortsstrasse 4a – 07751 Löberschütz.