

Terms of delivery and purchasing conditions of the GeRon Gurt- und Hebetchnik GmbH & Co. KG, hereinafter called „GeRon“

§ 1 Scope

(1) These Terms and Conditions apply exclusively, and all supplies, services, counseling, and other fringe benefits solely carried under the following conditions. Purchase conditions of the customer are hereby explicitly contradicted.

Opposing or deviating conditions of the terms and conditions of the customer recognizes GeRon only if the scope GeRon express written consent. The dispute over the written form can be waived only in writing.

By placing an order, no later than the receipt of the goods subject to the sales, delivery and payment of GeRon adopted.

(2) Buyer can be both: an entrepreneur and a consumer. The following special rules must be observed. To merchants such terms and conditions also apply for future follow-up business, if it is related legal transactions by way of trade, with the understanding that changes are reserved for future transactions. Compared to non-traders, these conditions will be amended only by contractual agreement or extend to future business.

§ 2 Offer and contract conclusion

(1) All offers are non-binding.

(2) Orders are only in writing or by e-mail sent. For errors caused by unclear or misleading written or incorrectly transmitted orders, GeRon does not accept any liability.

(3) Contracts, pricing agreements and other agreements will be binding upon written confirmation by GeRon.

(4) Signed by the customer an purchase order is a binding offer. GeRon may accept this offer within two days by sending an order confirmation or receipt of the ordered goods within that period.

(5) Others, if GeRon created special designs, which are manufactured to customer specifications and tailored to the personal needs of the customer and manufactured individually.

On such an order GeRon manufactures a unique model. It is between the buyer and GeRon understood that an unconditional acceptance is the ordered and confirmed amount. A return is excluded.

(6) In the event of a cancellation of a contract is a flat fee of 20% of the total value of the underlying contract. It includes a liquidated damages claim against the buyer of GeRon and the processing fee.

§ 3 Provided documents

(1) In connection with the customer placing the order all left documents such as calculations, drawings, colour, fabrics, patterns and other opinion materials etc, all these are reserved by GeRon in the sole ownership and copyright. These documents may not be made accessible to third parties, unless GeRon granted the buyer's express written consent. Unless the offer the buyer does not accept within the time limit of § 2, paragraph 4, those documents are returned immediately GeRon.

(2) The transfer of documents of the Purchaser by Geron to third parties or the continued use after the contract is ruled out until an explicit agreement. A storage obligation exists for films and digitizing not more than 12 months.

(3) If the buyer returns drafts, there is for GeRon no obligation to check, if patent, license or copyright, trademarks or designs and utility or other industrial property rights do exist or whether they are affected. In the case of a claim of any kind by the owner of an injured intellectual property right against GeRon the buyer is entitled to an absolute exemption.

§ 4 Copyright

GeRon has the right to install with the legal consequences of copyright law a copyright on all products in standard form.

§ 5 Tolerances

(1) To offer associated records, such as patterns, designs, drawings, materials, extracts and weight details are, like those in catalogues, flyers, website, etc. of GeRon is relevant only approximately. The same is true for illustrative or exhibition design.

(2) For all of GeRon specified dimensions, colours, lengths, etc. are the professional and proper tolerances and the tolerances acceptable to the intended use.

(3) Technical amendments concerning the construction are reserved. GeRon provided the contract and its fitness for use are not changed significantly.

(4) Technically necessary and reasonable or appropriate changes to the products are reserved by GeRon.

(5) If an individual imprint on the products will be made, upon tradition up to 5% of the total quantity is subject to a fee agreed.

§ 6 Prices and Payment

(1) All prices are in Euro and are exclusive of VAT. Agreed prices have no liability for reorders.

(2) Unless otherwise agreed in writing, the prices of GeRon are ex works excluding packaging and shipping, plus VAT as applicable. The cost of packaging and shipping are charged separately.

(3) Material price increases and wage increases that occur between tender and award of the contract, reserves GeRon prior to merchants a price change in the order confirmation.

(4) Where increased costs for materials, wages, agents or legal fees from GeRon not for reasons for

the period between contract and delivery, GeRon is entitled to the agreed price under disclosure of the relevant parts of the original cost estimate and specific explanation of the increased cost depending on the extent of the cost increase to increase their compensation.

n the transport of non-traders GeRon is only allowed to change, if between contract and delivery more than four months lie.

(5) Unless otherwise agreed, a payment in advance is agreed. The cash discount is allowed only with special written agreement.

(6) Interest will be calculated at 5 percent above the base rate to the extent involved in the purchase contract is a consumer. For sales contracts between companies, the rate increased to 8 percentage points above the base rate. The claim further delay damages.

(7) The payment shall be made solely to one of the designated accounts of GeRon.

(8) Credits of checks and drafts will be subject to the receipt, less the applicable base rate, possibly banking and other collection charges for value of the day, may dispose of the GeRon on the proceeds.

(9) If after the contract GeRon has reasons to doubt the solvency of the buyer, which puts the claims of GeRon, GeRon has the right to make the pending delivery only against advance payment or security. After setting a reasonable grace period with penalty GeRon is entitled, after expiration of the period of the contract and demand compensation for non-performance.

(10) GeRon is entitled to offset his claims against the customer - for whatever legal reason -.

(11) Non-acceptance of the products ordered and confirmed GeRon is entitled to the full offer price charged

§ 7 Delivery

(1) Provided by GeRon delivery times are not binding and the delivery dates name the estimated dates of production finish.

(2) The stated delivery dates are ex works, excluding packaging.

(3) A fixed delivery date must be determined separately between the buyer and has to be confirmed in writing by GeRon.

(4) Before the beginning of the production/delivery GeRon calls for the clarification of all technical questions, individual notification of all specifications of the customer and the timely and proper fulfillment of the obligations of the purchaser. The purchaser must examine the named details in the order confirmation immediately for their accuracy.

This clarification of all details, particularly the presentation by the customer and audited and approved design drawings are required. Delivery dates are postponed accordingly. Change of order changes the delivery dates accordingly. The plea of non-performance is reserved.

(5) If the customer defaults on acceptance or culpably violates other cooperation obligations, GeRon has the right to demand for the resulting damages, including any additional expenses compensation. Further claims remain reserved. Unless the above conditions, the risk of accidental loss or accidental deterioration of the goods at the time on the purchaser, in which it is in default of acceptance or payment.

(6) GeRon is liable in case of delivery delays only in a separate agreement for each week delay in the context of an individually agreed sum compensation in the amount of 0.5% of contract value, but not more than 5% on the defaulting part the delivery.

(7) Further legal claims and rights of the purchaser due to delayed delivery are excluded.

(8) GeRon is within reason entitled to partial deliveries.

(9) If GeRon is in default with delivery, the customer has to put a reasonable grace period. If delays in delivery which are not due to the fault of GeRon, GeRon has the right to request a reasonable extension of the delivery period.

(10) GeRon is also entitled to free itself from the obligation to comply with non-availability if the customer has been informed immediately about the non-availability. The consideration shall be made immediately.

§ 8 Risk in sending

(1) Provision of goods and notifying the dispatch are the risk to the buyer.

(2) Where the goods are at the customer's request to send, so go with the ready signal by GeRon providing the shipping to the customer, on the latest delivery to the carrier, the risk of accidental loss or damage to the goods is to the buyer. This applies regardless of whether the dispatch of the goods from the place of performance or who bears the freight charges. This also applies to partial deliveries.

(3) Insurance to be completed only at the express request of the purchaser and at his expense.

§ 9 Revocation for consumers to purchase via Internet

(1) If the customer is consumer and the contract has been completed by an electronic medium, the customer is in his statement issued no longer after a purchase agreement, if he cancels it within a period of two weeks of receiving the goods. The revocation can be made in writing, by fax, by e-mail, on a durable medium or by returning the goods. A justification for the revocation is not required.

(2) For the preservation of the period at the timely dispatch of a written revocation: GeRon, Hermine-Seelhoff-Str. 3, 28357 Bremen. The buyer is obliged to give his name, customer number and invoice number of the shipment in order, for acting these facts has to

be reported.

(3) Upon receipt of a valid cancellation GeRon is obliged to refund any payments. The customer receives a corresponding credit. The customer is obligated itself in advance to return the delivery at their own cost and risk up to a value of 250, - € to GeRon, unless the delivered goods do not correspond to the ordered goods.

(4) If the customer is reliable for the deterioration, loss or other impossibility, so he has to replace to GeRon depreciation or the value of the goods.

§ 10 Return

Duly delivered goods that come from special general or individual production won't be recovered from GeRon, even if they are in perfect condition.

§ 11-off and lien

The customer has the right to offset only if his counterclaims are legally determined or undisputed. To exercise a lien, the buyer is only insofar as his counterclaim is based on the same contract.

§ 12 Retention of title

(1) GeRon retains ownership of the delivered goods until full payment of all the time of delivery of existing or later claims arising under the contract; if paid by check or change to their redemption.

(2) The customer is obligated, as long as ownership has not passed to him to consider the sale carefully. As long as the property has not been transferred, the purchaser has to be notified GeRon immediately in writing if the case of seizure or other interference by third parties. If the third party is not able to reimburse the supplier for the judicial and court costs of an action under § 771 ZPO, the customer is liable for the loss incurred by GeRon.

(3) The purchaser has to resell the conditional goods in the ordinary course of business value if the purchaser is not in default of the debtor is located. The

demands of the customer from the resale of the goods the buyer shall already now, set GeRon in the amount of the agreed upon with the supplier invoice (including VAT). This assignment shall apply regardless of whether the goods have been resold without or after processing. The customer is authorized to collect the claim even after assignment. The power of GeRon to collect the claim ourselves remains unaffected. GeRon, however, collect the claim as long as the customer meets his payment obligations from the proceeds, is not in arrears and in particular there is no application for insolvency proceedings or there is a cessation of payments.

(4) The handling and processing or transformation of the goods carried by the customer is always the name and on behalf of GeRon. In this case, the expectant right of the purchaser on the purchase item on the altered object. If the item purchased with other items not belonging to GeRon is processed, acquires, GeRon, the ownership of the new object in proportion to the objective value of the purchased item to the other processed objects at the time of processing. The same applies to the case of mixing. If the mixing is done in such a way that the cause of the customer is regarded as the principal is regarded as agreed that the purchaser GeRon proportional co-ownership and keeps the resulting sole ownership or joint ownership for the supplier. In order to guarantee the debts of GeRon against the buyer, the buyer from such claims to the vendor, of which he is by the combination of the goods with a plot against a third party; GeRon accepts such assignment now.

(5) GeRon agrees to release the securities due to request of the customer if their value exceeds the secured claims by more than 20%.

(6) Debt arrears of the customer as well as a material breach of care or due diligence is the assertion by the

supplier, not as a repudiation of the contract unless GeRon shall notify the customer with explicitly.

(7) Assertion of the title by GeRon means loss of the right of the buyer to re-use.

(8) Goes out of the ownership of title for any reason, it takes its place, the resulting claim.

§ 13 Warranty and complaints

(1) GeRon does not guarantee that all offered products are available at any time.

(2) To guarantee the rights of the customer, he assumes that he has examined the goods received for completeness, damage, obvious defects, condition and their properties immediately. A deficiency is named to GeRon and without undue delay in writing. Apparent defects from the buyer, the consumer must, within 14 days from delivery of the subject matter in writing of any defect to GeRon. By any negotiations GeRon not waived the objection that the complaint was not brought on time or not enough.

(3) GeRon assumes no responsibility or liability for material extracts, not even for the provided by the customer.

(4) GeRon has no responsibility for slight variations of the goods supplied in comparison to the showing. Minor differences in colour or patterns to screen display, in the format of the material or surface quality, in the dimensions of the product are due to technical reasons not avoidable.

(5) The customer has the choice of whether the remedy by repair or replacement. GeRon is also entitled to refuse the kind of remedy, if it is only possible with disproportionate costs, and there is the other type of remedy without significant disadvantages for the customer. During the subsequent reduction of the purchase price or rescission of the contract by the purchaser. A repair is once again possible and, with the second unsuccessful attempt failed. If the

supplementary performance has failed or refused GeRon the correction, the purchaser can demand either the reduction of the purchase price (abatement) or withdraw from the contract.

(6) The customer only has a lien as to the purchase price, if the defect is common ground between the parties. Compensation claims to the following conditions (§ § 13, 14) due to defects can make the customer only, if the supplementary performance has failed or refused to remedy GeRon. The customer's right to claim further damages on the following conditions (§ § 13, 14) remains unchanged.

(7) The warranty period is 2 years from the transfer of risk, if the buyer is a consumer. As far as the customer is an entrepreneur, in a 12-month warranty period. This period also applies to claims for compensation for consequential damages, if any tort claims are asserted.

(8) GeRon granted regarding the goods or any part thereof to any quality and / or durability. In particular, a durability guarantee on external factors such as weather and light resistance is not present. Damages attributable to such influencing factors, not represented by GeRon to lack.

(9) Warranty against GeRon are not transferable.

(10) For third and foreign work, the liability is limited to the assignment of rights, which the contractor is entitled to GeRon. For defects in raw materials GeRon is liable only if they were in compliance with the care taken in the processing industry must be recognized.

(11) If the defect is carried out improperly by the customer or third party, GeRon is exempt from any liability

(12) Because of defective parts, the purchaser has no rights to make claims about the other parts.

(13) GeRon may refuse to remedy the defect if the customer does not fulfill its obligations adequately.

(14) The warranty does not cover

a) defects and their consequences, the result of adverse natural conditions, or natural wear and tear, failure to meet the mounting evidence of improper or negligent treatment, improper use, such as influences of chemical, electrical or electro-chemischer kind have emerged.

b) defects and their consequences caused by changes made by the purchaser or repairs that were made without the consent of GeRon and remedial costs, which the customer has done without the prior written consent of GeRon.

c) Defects or their effects that are caused by faulty system parts from other suppliers of the goods supplied by GeRon.

(15) Further, this section does not explicitly named, and are excluded from GeRon addressed claims of any kind, in particular compensation of wages, negligence, loss of profits or other consequential direct and indirect sources. This shall apply in respect of supplies of non-contractual goods.

§ 14 Liability

(1) The responsibility for initial failure, delay or impossibility is limited to five times the transfer fee as well as to such damages are typically expected to arise directly.

(2) GeRon is fully liable for damage to life and limb and for all damages caused by intentional or grossly negligent breach of contract. This also applies to legal representatives and senior staff of GeRon, for the negligence of its agents only to the extent of liability for answering and basis for understanding.

(3) GeRon is also liable for damages caused by negligence where such negligence concerns the infringement of contractual obligations, the fulfillment of the purpose of the contract is of particular importance. GeRon is liable only insofar as the damage typically associated with the contract and predictable. In simple negligent injury GeRon is not

liable contractual collateral duties not dispute.

The liability also applies to the legal representatives, officers and other employees of GeRon.

(4) The liability under the Product Liability Act remains unaffected, § 14 Product Liability Act.

(5) Any liability is excluded, regardless of the legal nature of the claim. If the liability is excluded or limited by GeRon, this also applies to the personal liability of employees, workers, employees, representatives and agents of GeRon.

(6) Any damages is assumed by the transfer of risk incurred no liability.

§ 15 Jurisdiction

If the customer pursuant to the Commercial Code, a legal entity under public law or public law special fund, it is agreed for all disputes arising in the context of the execution of this contract, the place of business of GeRon, Bremen, as the court.

§ 16 Miscellaneous

(A) This Agreement and the legal relations of parties subject to the laws of the Federal Republic of Germany in their current version to the exclusion of UN purchasing law (CISG).

(2) Changes and additions to this contract must be in writing. This also applies to changes of this clause. Verbal agreements have not been reached.

In case of doubts or questions of interpretation of translated version, only the german version is