

# General Sales Conditions

## 1. Validity

These terms and conditions of sale apply to contracts of GSYSTEMS, unless other agreements are being confirmed in written form. For consumers these terms and conditions are not relevant.

## 2. Contract

The contractual content between the parties is included in the written order confirmation.

## 3. Prices

The agreed prices are ex works plus VAT. Delivery, freight and packaging costs are incurred separately. The packaging will be charged at cost. In general, every contract is delivered in full, however, excess or short deliveries of up to 10% are agreed.

## 4. Delivery Times

Only delivery dates agreed upon in writing will be binding.

If GSYSTEMS is unable to comply with an agreed delivery deadline, the client must admonish and grant GSYSTEMS a subsequent delivery period of at least 15 working days. Only after expiry of this period of grace will the GSYSTEMS be default.

If GSYSTEMS does not deliver by the end of the period of grace, the customer can withdraw from the contract. Any claim for compensation beyond the withdrawal is excluded.

## 5. Delivery

Unless otherwise agreed in writing, all shipments and consignments shall be dispatched at the expense and risk of the customer.

## 6. Material Defects

GSYSTEMS undertakes to replace all parts which are defective, on written request, insofar as these material defects have been notified in writing by the customer upon receipt of the goods. The client is therefore obliged to immediately inspect all delivered parts for their functionality and completeness upon receipt of the delivery.

## 7. Liability

The liability of GSYSTEMS is limited to wilful intent and gross negligence. This applies to all claims for damages for whatever legal reason, in particular also in case of a possible violation of the duty to inform and/or advise, as far as a mandatory statutory provision does not contain any other responsibility.

Liability for loss of profit, loss of production, interruption of business and indirect and consequential damages is completely excluded.

These limitations of liability and the exclusion of liability shall be for the benefit of GSYSTEMS's employees, auxiliary persons, vicarious agents and suppliers.

For personal injury, the limitation of liability for wilful intent and gross negligence does not apply.

## 8. Retention of Title

All delivered goods remain the property of GSYSTEMS until the fulfillment of the contractual remuneration. In the case of processing, GSYSTEMS obtains co-ownership of the manufactured goods at a share which corresponds to the value of the goods in relation to the sum of the invoice values of all goods used in the manufacture. If the goods delivered by GSYSTEMS are combined with other goods, thereby voiding the ownership of these goods, GSYSTEMS obtains co-ownership of the new standard items at a share which corresponds to the invoice value of its reserved items. The client stores the new standard item for GSYSTEMS at no cost. Until further notice the client is entitled to sell the goods delivered by GSYSTEMS as part of his normal business dealings. The orderer is obliged to secure the rights of GSYSTEMS in case of resale of the reserved goods on credit. The customer is also obliged to report the completion of factoring transactions to GSYSTEMS beforehand. The customer hereby = in advance all claims he is entitled to from the resale of the goods delivered by us to GSYSTEMS, as security. The customer is entitled to collect the assigned claims. He acts as a trustee for GSYSTEMS and will immediately pay GSYSTEMS the amounts paid by his customers to the extent of the agreed gross prices of the goods delivered by GSYSTEMS. Goods which the customer or contractual partner of GSYSTEMS pays in advance are not subject to the retention of title and the extended retention of title. Rather, ownership of these pre-paid goods passes to the client immediately upon delivery.

## 9. Statute of Limitations

All claims against GSYSTEMS expire at the latest one year after these claims are made valid.

This shall not apply to compensation claims based on death, injury or damage to health as well as damage caused by gross negligence or intent by GSYSTEMS.

In that regard, the periods of limitation provided by law shall apply.

## 10. Place of Fulfilment and Jurisdiction

The Place of contractual fulfilment and exclusive court of jurisdiction for both parties is Zwickau. German law applies.