

**General
Terms and Conditions
(GTC)**

**of the
IVM Meyer GmbH**

State of play: 17.06.2020

§ 1 Scope of Application

1. These General Terms and Conditions (GTC) apply exclusively to entrepreneurs, legal entities under public law or special assets under public law within the meaning of § 310 (1) BGB. We only recognise opposing conditions or deviating from our GTC if we expressly agree to the validity in writing.
2. These Terms and Conditions also apply to all future transactions, insofar as they are legal transactions of a related kind.

§ 2 Offering and Conclusion of Contract

If an order is to be regarded as an offer in accordance with § 145 BGB, we can accept it within two weeks.

§ 3 Documents left over

We reserve the right of ownership and copyright to all documents provided to the purchaser in connection with the placing of the order, such as calculations, drawings, etc. These documents may not be made available to third parties, unless we give the purchaser our express written consent. So far if we do not accept the orderer's offer within the period of 2 weeks, these documents must be returned to us immediately.

§ 4 Prices and Payment

1. Unless otherwise agreed in writing, our prices shall apply ex works exclusively packaging and plus VAT in each valid amount. Packaging costs will be charged separately.
2. The payment of the purchase price must be made exclusively to our account. The deduction of discount shall only apply in the case of a written special agreement.
3. Unless otherwise agreed, the purchase price must be paid within 21 days of invoicing.
Late payment interest shall be calculated at a rate of 8 % above the respective base interest rate p.a. The assertion of a higher delay damage remains reserved.
4. Unless a fixed price agreement has been made, reasonable price changes due to changed wage, material and distribution costs for deliveries made 3 months or later after the conclusion of the § 6 Delivery time.

§ 5 Retention Rights

The customer is only authorised to exercise a right of retention to the extent that his counterclaim is based on the same contractual relationship.

§ 6 Delivery Time

1. The commencement of the delivery time specified by us presupposes the timely and proper fulfilment of the customer's obligations, including receipt of the complete production documents. Only after clarification of all technical details begins the delivery time.

The objection of the unfulfilled contract remains reserved.

2. If the purchaser is in default of acceptance or culpably infringes other obligations of cooperation, we shall be entitled to demand compensation for the damages incurred to this extent, including any additional expenses. Further claims remain reserved. If the above conditions are met, the risk of accidental loss or accidental deterioration of the purchased item shall pass to the purchaser at the time at which the purchaser is in default of acceptance or debtor.

§ 7 Transfer of Risk in the Event of Dispatch

If the goods are sent to the customer at the request of the purchaser, the risk of accidental loss or accidental deterioration of the goods shall pass to the purchaser upon dispatch to the customer, at the latest upon leaving the factory/store. This applies regardless of whether the shipment of the goods takes place from the place of performance or who bears the freight costs.

§ 8 Retention of Title

1. We reserve the right to ownership of the delivered goods until the complete payment of all receivables from the delivery contract. This also applies to all future deliveries, even if we do not always expressly invoke this. We are entitled to take back the purchased goods if the purchaser behaves contrary to the contract.

2. The purchaser is obliged to treat the purchased goods with care as long as the property has not yet passed over to him. In particular, he is obliged to insure these at his own expense against theft, fire and water damage sufficiently at the new value.

If maintenance and inspection work must be carried out, the customer shall carry out these at his own expense in good time. As long as the property has not yet passed over, the Purchaser must notify us in writing without delay if the delivered item is pledged or otherwise subjected to third party interventions. Insofar as the third party is unable to reimburse us for the judicial and extrajudicial costs of a lawsuit pursuant to § 771 ZPO, the customer shall be liable for the loss incurred by us.

3. The purchaser is entitled to resell the reserved goods in the ordinary course of business. The customer already assigns the claims against the customer from the resale of the reserved goods to us in the amount of the final invoice amount (including VAT) agreed with us. This assignment shall apply regardless of whether the purchased item is without or after processing has been resold. The purchaser remains authorised to collect the claim even after the assignment. Our power to collect the demand itself remains unaffected by this. However, we will not collect the claim as

long as the purchaser fulfils his payment obligations from the collected proceeds, is not in default of payment and, in particular, no application for insolvency proceedings has been made or payment is discontinued.

4. The processing or conversion of the purchased goods by the purchaser always takes place by name and on behalf of us. In this case, the purchaser's right to claim the purchased item on the converted item shall continue. If the purchased item is processed with other items not belonging to us, we acquire co-ownership of the new item in relation to the objective value of our purchased item to the other processed items at the time of processing. The same applies to the case of mixing. If the mixing takes place in such a way that the goods of the purchaser are to be regarded as the main item, it shall be deemed to be agreed that the purchaser shall as a proportion transfer co-ownership to us and keep the resulting sole property or co-ownership for us. To secure our receivables the Purchaser shall also assign to us such claims against the Purchaser which accrue to him by linking the reserved goods with a property against a third party; We're already accepting this assignment.

5. We undertake to release the securities due to us at the request of the purchaser, insofar as their value exceeds the claims to be secured by more than 20 %.

§ 9 Warranty and Notification of Defects as well as Recourse/Manufacturer Recourse

1. Warranty rights of the purchaser presuppose that the customer has properly complied with his obligations of investigation and complaints owed pursuant to § 377 HGB.

2. Claims for defects expire within 12 months after the delivery of the goods delivered by us to our customers. For claims for damages in the event of intent and gross negligence as well as injury to life, body and health based on a deliberate or negligent breach of duty by the user, the following shall apply: legal limitation period.

Our approval must be obtained before any return of the goods.

3. If, despite all due diligence, the delivered goods have a defect which was already present at the time of the transfer of risk, we will repair the goods at our discretion, subject to notice of defects in due time or deliver replacement goods. It is always an opportunity to provide us with supplementary performance within a reasonable period of time. Claims for recourse remain unaffected by the above regulation without restriction.

4. If the subsequent performance fails, the purchaser may withdraw from the contract or reduce the remuneration – without prejudice to any claims for damages.

5. Claims for defects do not exist in the event of only insignificant deviation from the agreed quality, in the event of only negligible impairment of the usability, in the case of natural wear or wear or damages which arise after the transfer of risk due to faulty or negligent treatment, excessive stress, unsuitable equipment or due to special external influences which are not required under the contract. If the

purchaser or third party performs improper repair work or modifications, there are also no claims for defects for these and the resulting consequences.

6. Claims of the Purchaser due to the expenses necessary for the purpose of subsequent performance, in particular transport, travel, labour and material costs, are excluded insofar as the expenses increase because the goods delivered by us have been subsequently transferred to a place other than the customer's establishment, unless the shipment corresponds to their intended use.

7. Recourse claims of the Purchaser against us exist only to the extent that the Purchaser has not made any agreements with his customer beyond the legally compelling claims for defects. Paragraph 6 shall also apply mutatis mutandis to the extent of the customer's claim to recourse against the supplier.

§ 10 Other

1. This contract and the entire legal relations of the parties are governed by the law of the Federal Republic of Germany, excluding the UN Sales Convention (CISG).

2. Place of performance and exclusive place of jurisdiction and for all disputes arising from this contract is our place of business, unless otherwise stated in the order confirmation.

3. All agreements made between the parties for the purpose of carrying out this contract are laid down in writing in this contract.

§ 11 Severability Clause

Should individual provisions of this contract be wholly or partially invalid or void or become ineffective or void in whole or in part as a result of changes in the legal situation or by supreme jurisprudence or otherwise, or if this contract contains gaps, the parties agree that the provisions of this contract shall remain unaffected and valid. In this case, the contracting parties undertake, taking into account the principle of good faith in place of the ineffective provision, to agree an effective provision which comes as close as possible to the meaning and purpose of the ineffective provision and from which it is to be assumed that the parties would have agreed upon them at the time of the conclusion of the contract if they had known or foreseen the ineffectiveness or invalidity.