

General terms and conditions of Wattkraft GmbH & Co. KG

§ 1. SCOPE

1. All contractual relationships between us and our customers are exclusively subject to these general terms and conditions. Any customer terms and conditions that are contrary to or deviate from these terms do not apply unless otherwise agreed in writing. Our terms continue to apply even if we provide goods or services to the customer despite being aware of the same.
2. Our terms and conditions apply only to companies as defined in §14 (1) of the German Civil Code (BGB).
3. These terms also apply to all future transactions with customers.

§ 2. OFFER AND ESTABLISHMENT OF A CONTRACT

1. Our offers are non-binding and do not expire unless otherwise expressly. We have 10 days after receipt to accept customer orders.
2. The sole basis for the legal relationship between us and our customer is the signed, written purchase agreement (including those sent by email or fax) and these terms which include all agreements between the parties. Any verbal promises we make before the contract is signed are not legally binding. With the exception of our managing director, our employees are not entitled to enter into any verbal agreements contrary to the written contract or these terms.
3. Drawings, illustrations, figures, dimensions, and other technical data are only binding if expressly agreed in writing. We reserve the ownership and copyright of all offers and cost estimates, drawings, illustrations, calculations, brochures, and other documents and tools provided to the customer (hereinafter referred to as "documents"). Customers may not make these documents public or accessible to third parties, distribute them, provide them to third parties for their use, or reproduce them without our express written consent. Customers may only use these documents to assist with their decision whether to enter into a contract with us. Customers must return said documents at our request and destroy any copies of the same once they are no longer required in the regular course of business or if a contract is not signed with us.
4. Any contract we sign is subject to receiving proper and timely deliveries from our suppliers. This applies only if we are not responsible for this situation and have placed the corresponding orders with the supplier(s). We will notify customers about this situation and refund any payments already received without delay.



§ 3. PRICES AND PAYMENT

1. The prices apply to the scope of services and deliveries as contractually agreed. Additional or special services will be charged separately. Our prices are in euros, "ex warehouse", plus shipping and the statutory value-added tax.
2. Our prices are based on those charged by our suppliers which are beyond our control. We reserve the right to change our prices if our costs increase or drop, especially due to new wage agreements or changes in the price of materials from our suppliers. The price changes will reflect only the concrete changes in our costs. We will inform the customer immediately of any price adjustments.
3. All discounts require separate written agreement.
4. Invoices are to be paid within fourteen (14) days from the invoice date without any deductions, unless otherwise agreed in writing. The effective date of payment is the day on which we receive it. Cheques will only be deemed received once they clear. If customers fail to make payments when due, the outstanding balance shall be subject to interest per annum set at 9 points above the base interest rate from the original due date. We reserve the right to assert higher interest charges and further damages.
5. Offsetting customer claims against our invoices is only allowed if the claim is not disputed or has been court-ordered. Any customer right of retention is limited to counterclaims arising from the same contract.
6. We are entitled to make outstanding deliveries or services only against advance payment or security or to provide them if circumstances become known after this contract is signed which suggest that the customer's creditworthiness has been considerably reduced or which threaten the likelihood that the customer will pay our outstanding claims.

§ 4. DELIVERY AND DELIVERY SCHEDULE

1. Delivery dates or deadlines must be in writing to be binding. If the goods are to be sent by a thirdparty shipper, any dates and deadlines for delivery refer to when the goods are to be handed over to the carrier, freight forwarder, or other third party responsible for the transportation of the same.
2. We are not liable if delivery of goods or services is rendered impossible or is delayed due to force majeure or other events outside our control that could not be foreseen when the contract was signed, including



difficulties in procuring materials, transport delays, lawful lockouts, difficulties in obtaining the necessary regulatory approvals, official orders, strikes, or suppliers' failure to make proper or timely deliveries.

3. If such events make delivery impossible, especially if the hindrance is not only of a temporary nature, we are entitled to withdraw from the contract. Payments already made for that part of the contract now cancelled will be refunded.

4. If the hindrances are temporary in nature, the delivery or service deadlines may be extended or postponed for the duration of the delay plus a reasonable period for us to restart operations.

5. We will notify the customer without delay about the reasons and the foreseeable duration of this situation. Insofar as customers are unable to accept the delivery of goods or services as agreed due to these delays, they may withdraw from the contract by sending written notice to us as soon as possible.

6. Customers have no grounds to pursue damages if the time to deliver the goods or service is extended or we are released from our obligations as described above. If, however, we are responsible for the failure to meet the agreed deadlines, customers shall be entitled to compensation for the delay as described in §7.

7. Any compliance with our delivery obligations assumes that customers have also been timely in properly fulfilling their obligations.

8. We are only entitled to make partial deliveries if the partial delivery is usable for the customer within the scope of the contractual purpose, the delivery of the remaining goods ordered is ensured, and the customer does not incur considerable additional costs by the same, unless we declare our willingness to bear these additional costs.

9. We do not assemble goods and assembly is not included in the scope of our services

§ 5. TRANSFER OF RISK AND ACCEPTANCE

1. The risk is transferred to customers when the item is placed in the possession of the shipper, carrier, or other third party designated to make the delivery to the same. This also applies to partial deliveries or if we have provided other services. If the delivery is delayed as a result of a circumstance under the customer's control, the risk is transferred to the customer on the day on which the item was ready for dispatch, provided we have notified the customer of the same.



2. If customers fail to accept delivery in a timely manner or is otherwise in breach of their obligations, we are entitled to claim damages for any losses thus incurred, including any additional charges imposed by the shipper, etc. The right to make further claims is reserved.

3. If the above requirements are met, the risk of accidental loss or accidental deterioration of the goods is transferred to the customer at the time they are deemed in default of acceptance.

§ 6. WARRANTY

1. Customers may make warranty claims only if they have properly fulfilled their obligations to inspect deliveries and notify us as required by §377 of the German Commercial Code (HGB). At our request, the defective item is to be returned to us. If the defect is justified, we will bear the costs of the least expensive form of return shipment, but only if the item is at the location to which it was originally delivered.

2. We are only liable if and to the extent that customers have previously and unsuccessfully attempted to assert their warranty claims with the manufacturer. If customers win their warranty claim against the manufacturer but are not reimbursed for their legal costs for such proceedings, we will cover the latter.

3. If there is a defect in the product, customers are only entitled to request the delivery of a replacement product free of defects. Repairs are excluded. If a replacement cannot be provided because it is impossible or unreasonable or would result in unreasonable delays or we otherwise refuse to do so, customers may withdraw from the contract or reduce the purchase price appropriately.

4. If a defect is due to our fault, customers may demand compensation in accordance with §7.

5. The warranty is null and void if customers modify the item or has it modified by a third party without our consent in such a way that makes its repair impossible or unreasonable. In any case, customers shall bear any additional repair costs resulting from said modifications.

6. If customers receive defective assembly instructions, we are only obliged to supply correct assembly instructions and only if the lack of instructions prevents the proper assembly of the item.

7. The right to make claims for defects expires 12 months after risk has been transferred to the customer.



§ 7. LIABILITY

1. Our liability for damages, whatever the legal grounds, in particular for impossible, delayed, defective, or inaccurate deliveries, breach of contract, breach of obligations in contract negotiations, or other disallowed actions is limited as stated in this §7.

2. We are liable in accordance with statutory provisions if the customer asserts claims for damages caused by our intent or gross negligence or that of our legal representatives or vicarious agents. Our liability is limited to the foreseeable typical damages for this sort of transaction, unless we are intentionally in breach of contract.

3. In the case of a culpable breach of a material contractual obligation, our liability is limited to the foreseeable typical damages for this sort of transaction. An essential contractual obligation is one which defines the fulfilment of the contract and one which customers can reasonably expect to be fulfilled.

4. The liability for culpable injury to life, limb, or health caused by us, our representatives, or agents remains unaffected. This also applies to mandatory liability under the Product Liability Act.

5. If we provides technical information or advice and this information or advice is not part of the contractually agreed scope of services, this is done free of charge and disclaiming any liability.

6. Unless otherwise agreed, all liability is disclaimed. 7. The above disclaimer also applies to any claims for reimbursement of useless expenses instead of a claim for damages. 8. If our liability is excluded or limited, this also applies to the personal liability of our employees, workers, personnel, representatives, and agents.

§ 8. RETENTION OF TITLE

1. We retain title to the items delivered by us until we receive all payments in full arising from that order. If the customer is in breach of contract, in particular by being in default of payment, we are entitled to repossess the goods. In this case, the customer is obliged to allow the repossession to take place. Any repossession of goods constitutes our withdrawal from the contract. After having repossessed the goods, we are entitled to dispose of them at our discretion and offset any proceeds from said disposal less any costs against the customer's outstanding balance.

2. Customers are obliged to handle the goods with care while title is retained by us. In particular, they are obliged to insure the goods at their full replacement value against damage caused by fire, water, and theft. If maintenance and inspection work has to be done, customers shall do the same in a timely manner and at their own expense.



3. Customers shall notify us of any seizures or other third-party interference with goods to which we retain title so that we may assert our claims in accordance with §771 of the Code of Civil Procedure (ZPO). If the third party is unable to reimburse us for the judicial and extrajudicial costs of an action pursuant to §771 ZPO, the customer is liable for the losses we incur.

4. If the customer processes the goods to which we retain title in such a way that a new tangible good is created, this is done exclusively in our name and interest such that we become manufacturer of the new item according to §950 BGB.

5. Customers are entitled to resell the purchased goods in the ordinary course of business. They hereby assign to us all claims arising from said sales up to the invoice amount (including VAT) of our claim, regardless of whether they have resold the same with or without further processing. The customer is authorised to collect these claims on our behalf. This is without prejudice to our right to collect such receivables ourselves. However, we are hereby contractually bound not to collect such receivables if the customer is not in default of payment to us or in general or if no petition for the initiation of insolvency proceedings has been filed. If this is the case, however, we are entitled to demand that the customer notifies us of the assigned receivables and their debtors, gives us all data necessary for a collection of such receivables, hands over the attendant documents, and notifies the debtors (third parties) of such assignment.

6. We agree to release our security interest in the goods at the customer's request once the realisable value of our securities exceeds the value of the secured receivables by more than 10%; the selection of the securities to be released is at our discretion.

§ 9. JURISDICTION AND PLACE OF PERFORMANCE

1. If the customer is a merchant, legal entity under public law, or public special fund, our headquarters is the exclusive place of jurisdiction. However, we are also entitled to take legal action against customers at their place of domicile.

2. The laws of the Federal Republic of Germany shall apply. The validity of the UN Sales Convention is excluded.

3. Unless otherwise stated in the purchase order, the place of performance is our registered office in Hannover.



§ 10. FINALPROVISIONS

1. Additions and modifications to agreements made, including these terms and conditions, are only valid if made in writing.

2. If the contract or these general terms and conditions contain any loopholes, such gaps shall be filled by such legally valid provisions as would have been agreed by the parties if they had known of the same. The invalidity of individual provisions of these general terms and conditions does not result in the invalidity of any other provisions. If any provision of these terms is invalid either in whole or in part, the parties will agree on another provision that comes closest to the invalid provision in line with the business objective of the original.