

General Terms and Conditions for Supplies and Services

of

TLG-NEFF GmbH

Friedrich- Ebert- Str. 15

55276 Oppenheim

(hereafter referred to as "TLG-NEFF")

Article 1

Subject matter and framework conditions

1. These terms and conditions for supplies and services (referred to as "terms and conditions" in the following) shall apply to all – also future – contracts on supplies and services between TLG-NEFF and the Customer. TLG-NEFF will not recognize conflicting or deviating terms and conditions of the Customer, unless TLG-NEFF expressly agrees to their validity in writing. Objections are hereby raised to potential terms and conditions of the Customer also in the event that TLG-NEFF receives such terms and conditions in a confirmation letter or in other ways, or that TLG-NEFF provides supplies or services vis-a-vis the Customer without reservations, or TLG-NEFF accepts services of the Customer without reservations, without objecting to the Customer's terms and conditions once more.
2. All offers of TLG-NEFF are non-binding. Agreements, in particular ancillary verbal agreements, acceptances, guarantees, and other assurances by TLG-NEFF's staff shall only be binding upon TLG-NEFF's written confirmation. The actual delivery of the ordered goods, other behaviours on TLG-NEFF's end, or silence does not justify any reliance of the Customer on the conclusion of an agreement. All information prior to conclusion of contract regarding condition, dimensions, weights, etc. are non-binding and only approximate, unless TLG-NEFF has specified this information in writing and expressly as binding.
3. Prior to the conclusion of an agreement, the Customer shall give TLG-NEFF written notice if the goods to be delivered are not exclusively to be suitable for their common use or if the goods are to be used in uncommon conditions or conditions which constitute a specific health or safety risk or require major strain. Moreover, the Customer shall notify TLG-NEFF regarding any atypical damage potential or damage amounts connected to the agreement.
4. TLG-NEFF can also avail itself of third parties to fulfil its tasks. TLG-NEFF shall, however, remain accountable to the Customer for the proper fulfilment of the contractual obligations.

Article 2

Scope of Supplies and Services

1. TLG-NEFF shall owe towards the Customer the performance of those supplies and services which are explicitly described in the offer, in particular the delivery of used parts, machines and equipment.

2. At the request of the Customer and against separate payment, TLG-NEFF will carry out repair work on the used parts, machines and equipment or prepare or adapt it according to the specifications of the Customer. TLG-NEFF will submit a respective offer or addendum offer to the Customer.
3. TLG-NEFF is not obligated to supplies and services that are not listed in the written offer or in written addendum offers of TLG-NEFF or in these conditions.

Article 3

Delivery and performance deadlines; default

1. Delivery terms and dates shall only apply approximately, unless TLG-NEFF expressly denoted them as binding in writing. Binding delivery terms or dates shall be deemed to begin after the receipt of all documents required for the execution of the order, and, if applicable, agreed down payments. In all other cases, the agreed terms will begin with the date of the written order confirmation of TLG-NEFF.
2. Delivery terms and dates shall be deemed adhered to if the delivery item has left TLG-NEFF's premises at the end thereof. If the goods cannot be sent out on time or the Customer fails to timely call them off without any fault on TLG-NEFF's part, the terms and dates shall be deemed adhered to upon notification on readiness for shipment.
3. The delivery obligation of TLG-NEFF is subject to the correct and timely delivery of TLG-NEFF's suppliers, unless the improper or late delivery to TLG-NEFF is attributable to TLG-NEFF.
4. If the Customer does not call up the ordered supply or service from TLG-NEFF or does not call them on the agreed date (§ 3 para 1), TLG-NEFF is entitled to invoice the ordered supply or service to the Customer after expiry of a reasonable period set in writing, which is at least 14 days. The actual supply or service will then be performed by TLG-NEFF at a later point in time at its reasonable discretion; originally agreed deadlines lose their validity in this case.
5. If the Customer is in default of acceptance, omits to cooperate or delays the delivery or performance by TLG-NEFF for other reasons for which the Customer is responsible, TLG-NEFF shall be entitled to demand compensation for the resulting damage including additional expenses (for example storage costs). For this purpose, TLG-NEFF is entitled to claim a lump-sum compensation of 0.5% per calendar day, a maximum of 5% of the contract value starting with the delivery date or - in the absence of a delivery date - with the notification of readiness for shipment of the goods and ending with the date of dispatch. The proof of a higher damage and further legal claims and rights of TLG-NEFF (in particular, but not limited to compensation of other additional expenses or for termination) remain unaffected; the above lump-sum, however, is to be counted towards more extensive money claims. The Customer, however, reserves the right to prove that TLG-NEFF did not incur any damage at all or only a significantly lower one than the above lump-sum.
6. If a bindingly stipulated date is exceeded for reasons, for which TLG-NEFF is solely and directly responsible, the Customer must first request TLG-NEFF in writing to provide the supply or service owed and grant TLG-NEFF a reasonable period of time, which is at least 14 days. Only after the fruitless expiration of this period TLG-NEFF shall be in default. In the event of default, the amount of compensation for damage

shall be limited to 0.5%, at the most to 5%, of the value of the delayed part of the supply or service for each week of delay. This paragraph does not apply to intent or gross negligence on the part of TLG-NEFF or its agents. Moreover, the Customer reserves the right to prove that a higher damage has occurred and TLG-NEFF reserves the right to prove that no damage has occurred at all, or only a considerably lesser damage has occurred.

7. The claims in paragraph 6 constitute the only legal remedies of the Customer in the event of default. Recourse to competing bases of claims, in particular of non-contractual nature as well, shall be excluded.
8. TLG-NEFF shall not be liable for impossibility or delay of supply or service provision, insofar as these have been caused by force majeure or other events unforeseeable at the time of conclusion of the contract (e.g. breakdowns of all kinds, mobilization, war, riot, strike, traffic accident, natural disasters, sabotage, or similar events), for which TLG-NEFF is not responsible. If such events make the supply or service substantially more difficult or impossible, and the hindrance is not only temporary, TLG-NEFF is entitled to withdraw from the agreement. In the case of temporary obstacles, the supply or service periods shall be extended or the supply or service dates shall be deferred by the period of the hindrance plus a reasonable restart period. Insofar as the Customer cannot reasonably be expected to accept the supply or service as a result of the delay, he can withdraw from the agreement by means of an immediate written declaration toward TLG-NEFF.

Article 5

Prices; Payment conditions

1. For the contractually agreed scope of supply or service, the Customer owes TLG-NEFF the respective price communicated in the offer or in supplementary offers of TLG-NEFF. All prices are calculated, unless agreed otherwise in writing, from the registered place of business of TLG-NEFF, exclude the cost of assembly, disassembly and packaging respectively, plus statutory VAT in the amount valid at the time of the conclusion of the agreement. The Customer shall be responsible for the transport costs ex warehouse and the costs of any transport insurance requested by the customer. Any duties, fees, taxes and other public charges shall be borne by the Customer.
2. Unless otherwise stated in writing in the offer, 50% of the agreed price is due immediately upon placing of the order and another 50% immediately upon notification of the readiness for shipment of the parts, machines and equipment or acceptance of the services owed. Invoiced amounts are to be paid immediately after invoicing without any deduction for TLG-NEFF free of any charges into the account named by TLG-NEFF. Decisive for the date of payment is the receipt at TLG-NEFF. The Customer shall be in default no later than 10 days after the due date of the claim without the need for a reminder. If the payment date is exceeded, at the latest from the beginning of default, TLG-NEFF shall be entitled to charge interest in the amount of 9 percentage points above the respective base interest rate. The assertion of further damages remains reserved.
3. The Customer is aware that TLG-NEFF, as far as the Customer has commissioned this in accordance with § 2.1 and § 2.2, already provides considerable services in connection with the fulfilment of the contract, such as dismantling and reassembly, visual inspection and technical overhaul of the parts,

machines and equipment immediately after the conclusion of the contract. The costs and expenses incurred by TLG-NEFF shall be remunerated separately by the Customer on the basis of an offer made by TLG-NEFF prior to commissioning (§ 2.1 and § 2.2). If, after conclusion of the contract, the contract is reversed and TLG-NEFF is not responsible, TLG-NEFF shall be entitled to deduct the remuneration for these services already rendered from the down payment made by the Customer. The assertion of further damages remains expressly reserved.

4. Insofar as TLG-NEFF's payment claim appears to be jeopardized as a result of circumstances occurring after the conclusion of the agreement, due to which a substantial deterioration of the financial situation of the Customer must be feared from TLG-NEFF's perspective, we shall be entitled to immediately demand payment of open receivables. If the Customer is in arrears with payments, which TLG-NEFF deem an endangerment of their receivables, TLG-NEFF shall additionally be entitled to take back already delivered goods, to potentially enter the Customer's premises and take away the goods. In addition, TLG-NEFF may prohibit any further processing of the delivered goods. This shall not apply if the Customer is not at fault for the arrears in payments. The retrieval is not a withdrawal from the agreement. In both cases, TLG-NEFF can revoke the direct debit authorization pursuant to § 6.5 and demand advance payment for outstanding deliveries. The Customer can avert all of these legal consequences by providing collateral security in the amount of TLG-NEFF's jeopardized claim for payment. TLG-NEFF has a claim for usual collateral in terms of nature and extent for its receivables, also insofar as they are conditional or restricted. The statutory provisions regarding payment default will remain unaffected.
5. At the request of the Customer, TLG-NEFF will reserve parts, a machine or an equipment for the Customer. For this reservation, a reservation fee of 10% of the purchase price is due, payable immediately upon placing the reservation order. If a purchase contract for the reserved parts, machines or equipment is subsequently concluded, the reservation fee will be credited against the purchase price. If no purchase contract is concluded, no refund of the reservation fee will be made.

Article 5

Offset; Rights of retention

The Customer shall not be entitled to offset against TLG-NEFF's claims, unless the counterclaim is undisputed or legally established. Furthermore, the Customer shall not be entitled to retain payments or suspend other obligations affecting it, unless TLG-NEFF materially violated due obligations from the same contractual relationship despite a written warning, and have not offered adequate safeguarding. Sec. 215 BGB (German Civil Code) shall not apply.

Article 6

Retention of Title

1. All delivered goods remain the property of TLG-NEFF until fulfilment of all claims against the Customer from the business relationship, for whatever legal reason, including future or conditional claims (hereinafter referred to as "reserved goods").

2. Working and processing of the reserved goods are carried out for TLG-NEFF as manufacturer within the meaning of § 950 BGB, without obligation to TLG-NEFF. The processed goods are considered reserved goods within the meaning of § 6.1. In the case of processing, combining and mixing of the reserved goods with other goods by the customer, TLG-NEFF is entitled to co-ownership of the new object in proportion of the invoice value of the reserved goods to the invoice value of the other goods used. If the property of TLG-NEFF expires due to combination or mixing, the Customer transfers the ownership rights to the new stock or the item to the extent of the invoice value of the reserved goods and stores them free of charge and in trust for TLG-NEFF. The resulting co-ownership rights are considered as reserved goods in the sense of § 6.1.
3. The Customer may sell the reserved goods only in the ordinary course of business at its normal terms and conditions and as long as he is not in default. The Customer is not entitled to other dispositions of the reserved goods, in particular a renewed assignment, pledging or assignment of reservation rights of TLG-NEFF to third parties
4. The Customer's claims against his customers from the resale of the reserved goods are now assigned to TLG-NEFF in the amount of the invoice value of the reserved goods. This also applies in the case of resale after processing within the meaning of § 6.2. TLG-NEFF hereby accepts the assignments. The advance assignment also extends to all surrogates for the reserved goods i.e. Claims against third parties (insurance, injured party) due to loss, loss or damage to the reserved goods.
5. The Customer is entitled to collect receivables from the resale on a fiduciary basis until revoked by TLG-NEFF at any time. TLG-NEFF makes use of the revocation only in justified cases, i.e. In the case of cessation of payments, petition for insolvency proceedings, attachment or delay in payment. At the request of TLG-NEFF the Customer is obliged to inform his customers immediately of the assignment to TLG-NEFF - if TLG-NEFF does not do this himself - and TLG-NEFF to provide the information and documents necessary for collection.
6. The Customer must inform TLG-NEFF in writing without delay of any arrest or imminent seizure or other impairment of the reserved goods by third parties and make sure that the reserved property is identified as such.
7. If the value of existing securities exceeds the secured claims by a total of more than 10%, TLG-NEFF is obliged to release collateral of its choice at the request of the Customer in writing.
8. If the above retention of title rights under the law in the area of which the goods are located are not effective or unenforceable, then the security corresponding to the reservation of title in this area shall be deemed agreed. The Customer undertakes to take all necessary measures and to cooperate in the creation and maintenance of comparable rights or securities.

Article 7

Exclusion of Warranty

1. The goods delivered by TLG-NEFF are used parts, machines and equipment. Upon request, the Customer will have the opportunity to inspect the parts, machines and equipment he intends to buy in advance at TLG-NEFF's premises. The sale by TLG-NEFF takes place in the condition described in TLG-NEFF's offer or in the condition inspected by the Customer. If parts, machines or systems

- are still in operation at the time of the inspection, the condition after decommissioning is deemed agreed.
2. Any sale of used parts, machinery and equipment by TLG-NEFF is under the exclusion of any warranty.

Article 8
Services; Acceptance; Warranty

1. At the request of the Customer, and against separate payment, TLG-NEFF will carry out repair work on the used parts, machines and equipment or adapt it according to the specifications of the Customer (§ 2.2).
2. The services provided by TLG-NEFF are defective if the Customer proves that they deviate noticeably at the time of transfer of risk from the nature agreed upon in writing.
3. The Customer is obliged to accept the services provided as soon as the completion has been notified and a trial of the goods, insofar as contractually stipulated, has taken place. If there is only an insignificant defect, the Customer cannot refuse acceptance.
4. If TLG-NEFF has notified the Customer of the completion of the services owed and if the Customer is subsequently obliged to accept it, acceptance shall be deemed to have taken place after the expiry of five working days from notification of completion of the services, if TLG-NEFF notifies the Customer at the same time as the completion notice of this consequence. In addition, TLG-NEFF remains entitled to set a reasonable deadline for the acceptance, after the fruitless expiry of which the acceptance shall be deemed to have taken place.
5. With the acceptance, the liability of TLG-NEFF for such defects, which are known to the Customer at the time of acceptance, shall not apply, as far as the Customer has not reserved the assertion of a specific defect. The same applies to defects that were recognizable to the Customer upon acceptance.
6. The Customer has to report a detected defect to TLG-NEFF in writing immediately after discovery. TLG-NEFF is not liable if and insofar as the defect is irrelevant to the interests of the Customer or is based on a circumstance which TLG-NEFF is not responsible for.
7. The rights of the Customer due to defects in the services are limited to the right to demand supplementary performance. The Customer reserves the right to reduce the remuneration in case of double failure of the supplementary performance or to withdraw from the contract at his option instead.
8. The claims of the Customer due to defects in the services rendered lapse within one year after acceptance.

Article 9
Liability

1. Except for liability under the Product Liability Law (ProdHaftG), for malicious nondisclosure of a defect, due to a guarantee that TLG-NEFF has assumed for the quality of the supplies and services or for damage arising from culpable injury to life, limb, or health, TLG-NEFF will only be liable to pay damages vis-a-vis the Customer in the case of a breach of duties arising from the agreement concluded between TLG-

NEFF and the Customer in accordance with the following provisions without waiving the statutory prerequisites for such a liability.

2. TLG-NEFF shall be liable for compensation for damage – for whatever legal reason – only in the event of culpable violation of significant contractual obligations and in the event of intentional or grossly negligent violation of other contractual obligations owed to the Customer. Significant contractual obligations shall include such obligations which render, only if fulfilled, the proper execution of the agreement possible in the first place and on the fulfilment of which the Customer relies and may rely on regularly.
3. In the event of a simple negligent breach of significant obligations, the liability of TLG-NEFF shall be limited to the replacement of the foreseeable, typically occurring damage.
4. In the event of a simple negligent breach of other contractual obligations existing vis-a-vis the Customer, TLG-NEFF's liability shall be limited to no more than 150% of the value of that part of the service or supply not rendered in accordance with the agreement.
5. The above limitations on liability also apply in the event of violations of obligations by or for the benefit of persons, for whose negligence TLG-NEFF is responsible under statutory provisions.
6. Any liability on the part of TLG-NEFF in excess thereof is expressly excluded.

Article 10

Conclusion of contract, termination

1. Unless otherwise specified in the offer in writing, TLG-NEFF shall be bound to this offer for 30 days from the date of the offer. The right to a prior sale to a third party remains reserved. The agreement is concluded with the signing of the offer or the written order confirmation of TLG-NEFF by the Customer and receipt of these documents by TLG-NEFF or in the event that no written order confirmation has been given, the beginning of the performance of supplies or services by TLG-NEFF.
2. TLG-NEFF can terminate the agreement with immediate effect if the Customer is in default with an agreed payment for more than 30 days or, despite a written warning, violates a provision of these terms and conditions or other agreements.
3. The Customer is only entitled to terminate the agreement because of a breach of a contractual obligation on the part of TLG-NEFF, if TLG-NEFF has culpably failed to fulfil its contractual obligations despite two written warnings and after the expiry of a reasonable period set by the respective warnings.
4. The right of both parties to terminate the agreement for good cause shall remain unaffected.
5. Each notice must be made in writing via registered letter.

Article 11

Confidentiality

1. Both parties shall be obligated to maintain utter secrecy regarding any business and trade secrets of which it became or is becoming aware as well as information deemed confidential or clearly to be treated with the strictest confidentiality based on other circumstances of the Customer or his affiliates in accordance with Article 15 AktG (German Stock Company Act) also beyond this contractual relationship until such

information becomes public, however, at least for a period of 3 years after the end of the term of this agreement, and to not use such information for purposes other than those according to this agreement.

2. Both parties will carefully store the business records handed over to them, protect them from third party inspection and return them at the end of this agreement. The assertion of a right of retention is excluded. Both parties will impose the same obligations on the employees deployed and any third parties involved.

Article 12

Delivery; Transfer of Risk

1. Unless otherwise specified in the offer in writing, the delivery of goods shall be made FCA (free carrier– Incoterms 2010) at the place of business of TLG-NEFF, Friedrich-Ebert- Str. 15, 55276 Oppenheim.
2. Partial deliveries are permissible insofar as they are reasonable for the Customer.
3. The risk of accidental loss and accidental deterioration of the goods shall pass to the Customer at the latest upon handover. However, in case that the goods shall be shipped to the Customer, the risk of accidental loss and accidental deterioration of the goods as well as the risk of delay shall pass to the forwarder, the carrier or the person designated to carry out the consignment upon delivery of the goods. Insofar as an acceptance has been agreed, this is decisive for the transfer of risk. The same applies if the Customer is in default with the acceptance.

Article 13

Intellectual property rights

1. With regard to cost estimates, drafts, drawings, and other documents, TLG-NEFF reserves the right of ownership and the intellectual property rights; third parties may only be granted access thereto upon prior written consent by TLG-NEFF. Drawings associated with offers and other documents shall be returned upon request from TLG-NEFF.
2. Insofar as TLG-NEFF has rendered supplies and services in accordance with drawings, models, prototypes, or other documents provided by the Customer, the Customer shall assume the warranty that third-party intellectual property rights are not violated. If third parties prohibit TLG-NEFF from rendering the owed supplies and services in particular, invoking intellectual property rights, TLG-NEFF shall be entitled to – without the obligation to verify the legal situation – insofar suspend all activities and demand payment of damages if the Customer is at fault. Moreover, the Customer shall be obligated to indemnify TLG-NEFF immediately from all claims by third parties in connection therewith.

Article 14

Dispute settlement, Arbitration, choice of law

1. The parties will attempt to settle any disputes resulting from or in connection with the legal relationship existing between them immediately in partnership and in good faith by way of negotiation.

2. If the parties cannot achieve the settlement of such disputes by way of negotiation within 30 days after one party has requested negotiations with the other party in writing, the following applies: All disputes arising out of or in connection with this contract or its validity shall be finally settled under the rules of arbitration of the German Institution of Arbitration e. V. (DIS) under exclusion of the ordinary legal process. The arbitral tribunal consists of a sole arbitrator. The place of arbitration is Mainz / Germany. The procedural languages are German and English. German law shall apply to the legal relationship between TLG-NEFF and the Customer, excluding the conflict of laws principles and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

Article 15
Final Provisions

1. There are no oral or written ancillary agreements.
2. Amendments and addenda to these terms and conditions by individual agreements in terms of Article 305b of the German Civil Code (BGB) do not require any particular form. In all other cases, amendments or addenda require text form.
3. Should a provision of these terms and conditions be or become partially or fully invalid, this shall not affect the validity of the remaining provisions of these terms and conditions. The parties hereby already agree at this point in time to replace any invalid provisions with effective provisions which come as close as possible to achieving the economic purpose intended by the parties. This also applies in the case of an unintentional regulatory gap.
