



GENERAL TERMS AND CONDITIONS

General Terms and Conditions of Sale

Arnold Mobility GmbH · Sale, Delivery and Installation

Arnold Mobility GmbH

Bieberer Strasse 161 · 63179 Obertshausen · Germany

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I Scope of Application

- 1** The following conditions apply to the purchase of machine protection equipment, devices and other agreed services by entrepreneurs within the meaning of Sections 310 and 14 of the German Civil Code (BGB), by legal entities under public law and by special funds under public law.
- 2** Our contractual conditions apply exclusively; we do not, as a matter of principle, recognise any conditions of the purchaser that conflict with or deviate from our conditions unless we have consented to their application in text form. Our conditions also apply where we carry out delivery to the purchaser without reservation in the knowledge of the purchaser's deviating conditions and the purchaser accepts that delivery. They also apply to future business relationships without further reference.

II Conclusion of Contract

Orders become effective only upon our confirmation, which must be transmitted in text form. Only the statements in our letter of confirmation and our contractual conditions become part of the contract. Collateral agreements, amendments or supplements to the contract, and the cancellation of the contract, require text form in order to be effective.

III Quotations, Quotation Documents, Advertising Statements

- 1** Quotations are subject to change without notice. Unless otherwise agreed, initial quotations are provided free of charge. Further quotations and design work are carried out free of charge if the supply contract is validly concluded and performed. Otherwise, such work is to be remunerated appropriately (Section 315 BGB).
- 2** The documents belonging to the quotation, such as illustrations, drawings, and weight and dimension specifications, are only approximately authoritative unless they are expressly designated as binding. We reserve the rights of ownership and copyright in cost estimates, drawings and other documents. They must not be made accessible to third parties.
- 3** Manufacturing tolerances of 2 % are customary in production.

- 4 Descriptions of characteristics, in particular in the context of contract negotiations or in brochures or advertising statements, do not constitute a guarantee unless they are expressly designated as such.
- 5 Our statements, in particular in advertising or in the designation of specific characteristics, as well as those made in the course of sales discussions, are non-binding unless their accuracy is guaranteed.

IV Price and Payment, Right of Retention, Set-Off

- 1 In the absence of a specific agreement, prices apply ex works including loading at the works, but excluding packaging, plus statutory value added tax.
- 2 In the event of default in payment, we charge the statutory default interest. We expressly reserve the right to prove that greater damage has been incurred.
- 3 The assertion of rights of retention or set-off against counterclaims of the purchaser is excluded unless the claims have been recognised by us or established as final and binding by a court.
- 4 Cheques and bills of exchange are accepted voluntarily and on account of performance. We may demand immediate payment in cash if bills of exchange received are not accepted for discount by a bank or are re-debited after discounting. The purchaser bears bill-of-exchange taxes and discount charges, as well as credit costs arising from the rejection of payments by bills of exchange that were not agreed, from the due date until actual payment of the purchase price.
- 5 In the case of contracts with an agreed delivery time of more than four months, we reserve the right to increase our prices in line with cost increases occurring in the meantime and not attributable to us, for example increases in wage and production costs. If the resulting price increase substantially exceeds the rise in the general cost of living in the period between the order and the call-off of the delivery, the purchaser is entitled to withdraw from the contract to the exclusion of any further claims.

V Delivery Time

- 1 The delivery period begins upon receipt of the order confirmation or, in the case of a change or extension of the order, upon receipt of the last subsequent order confirmation, but not before the documents, permits and approvals to be procured by the purchaser have been provided. The delivery period is met if the delivery item has left the works before it expires or if readiness for dispatch has been notified. Compliance with the delivery period presupposes the fulfilment of the purchaser's contractual obligations.
- 2 The delivery period is extended appropriately in the event of unforeseen impediments not attributable to us, such as industrial action or operational disruptions. This also applies where such impediments occur at our sub-suppliers.
- 3 If we are in default and the purchaser suffers damage as a result, the purchaser is entitled to demand flat-rate compensation for delay. This amounts to 0.5 % for each full week of delay, but no more than 5 % in total of the value of that part of the overall delivery which, as a result of the delay, cannot be used on time or in accordance with the contract.

- 4** If the purchaser sets us a reasonable period for performance after the due date – taking into account the statutory exceptions under which the setting of a period is dispensable – and that period is not met, the purchaser is entitled to withdraw within the framework of the statutory provisions.
- 5** Further claims arising from delayed delivery are governed exclusively by Section VIII of these conditions.

VI Retention of Title

- 1** We retain title to the delivery item until receipt of all payments arising from the business relationship, in particular until settlement of a recognised current-account balance. Where payment by cheque or bill of exchange has been agreed, the retention also extends to the honouring by the purchaser of the bill of exchange accepted by us and does not lapse upon crediting of the cheque received by us. Our taking back of the purchased item constitutes a withdrawal from the contract. Following the taking back of the purchased item we are entitled to realise it; the proceeds of realisation are to be set off against the purchaser's liabilities, less reasonable costs of realisation.
- 2** The purchaser is obliged to treat the purchased item with care and, in particular, is obliged to insure it at its own expense against fire, water and theft damage to a sufficient extent at replacement value. Where maintenance and inspection work is required, the purchaser must carry this out at its own expense and in good time.
- 3** The purchaser must notify us in writing without delay of any attachment or other intervention by third parties.
- 4** The purchaser is entitled to resell the purchased item in the ordinary course of business.

However, the purchaser hereby assigns to us all claims in the amount of the final invoice amount (including value added tax) of our claim which accrue to it from the resale against its customers or third parties, irrespective of whether the purchased item has been resold with or without processing. The purchaser remains authorised to collect this claim even after the assignment. Our authority to collect the claim ourselves remains unaffected. We undertake, however, not to collect the claim as long as the purchaser meets its payment obligations from the proceeds received, does not fall into default of payment, and in particular as long as no application for the opening of composition or insolvency proceedings has been filed and no suspension of payments has occurred. If, however, this is the case, we may demand that the purchaser inform us of the assigned claims and their debtors, provide all information necessary for collection, hand over the associated documents, and notify the debtors (third parties) of the assignment.

- 5** Any processing or transformation of the purchased item by the customer is always carried out on our behalf. If the purchased item is processed with other items not belonging to us, we acquire co-ownership of the new item in the ratio of the value of the purchased item (final invoice amount including value added tax) to the other processed items at the time of processing. In all other respects, the item resulting from processing is subject to the same provisions as the purchased item delivered subject to retention of title.

- 6 If the purchased item is inseparably mixed with other items not belonging to us, we acquire co-ownership of the new item in the ratio of the value of the purchased item (final invoice amount including value added tax) to the other mixed items at the time of mixing. If the mixing takes place in such a way that the customer's item is to be regarded as the principal item, it is deemed agreed that the purchaser transfers proportionate co-ownership to us; the purchaser holds the resulting sole ownership or co-ownership in safekeeping for us.
- 7 The purchaser also assigns to us, as security for our claims against it, those claims which accrue against a third party through the connection of the purchased item with land.
- 8 We undertake to release the securities to which we are entitled at the purchaser's request insofar as the realisable value of our securities exceeds the claims to be secured by more than 10 %; the selection of the securities to be released is at our discretion.

VII Liability for Defects in New Machines, Parts and Installations (Claims for Defects)

For material defects and defects of title in new machines, parts and installations – each described in more detail in our general warranty conditions for protection systems (which we are happy to send and which may be viewed at www.arnold-mobility.com) – we provide a warranty as follows, to the exclusion of any further claims and subject to Section VIII below:

- 1 All those parts which prove to be defective as a result of a circumstance occurring before the passing of risk are, at our discretion, to be repaired or supplied anew free of charge. Any discovery of such defects must be reported to us in writing without delay. Replaced parts become our property.
- 2 The purchaser must, after notification, give us the time and opportunity required to carry out all repairs and replacement deliveries that appear necessary to us; otherwise we are released from liability for the resulting consequences. Only in urgent cases involving a risk to operational safety or in order to avert disproportionately large damage – of which we must be notified immediately – does the purchaser have the right to remedy the defect itself or to have it remedied by third parties and to demand reimbursement of the necessary expenses from us.
- 3 Of the costs arising from the repair or replacement delivery, we bear – insofar as the complaint proves to be justified – the cost of the replacement part including dispatch, as well as the reasonable costs of removal and installation and, further, where this can reasonably be demanded in the circumstances of the individual case, the costs of any necessary provision of fitters and assistants.
- 4 The purchaser has a right to withdraw from the contract within the framework of the statutory provisions if we allow a reasonable period set for us for repair or replacement delivery on account of a material defect to elapse without result – taking into account the statutory exceptions under which the setting of a period is dispensable. If the defect is merely insignificant, the purchaser is only entitled to a reduction of the purchase price. In all other respects, the right to reduce the contract price is excluded.
- 5 If the purchaser or a third party carries out improper repairs, we are not liable for the resulting consequences. The same applies where changes are made to the delivery item without our prior consent.
- 6 Repairs or replacement deliveries following a notice of defects are always made as a gesture of goodwill and without acknowledgement of any legal obligation.

7 If the use of the delivery item leads to the infringement of industrial property rights or copyrights within Germany, we will, at our own expense, generally obtain for the purchaser the right to continued use, or modify the delivery item in a manner reasonable for the purchaser such that the infringement no longer exists. If this is not possible on economically reasonable terms or within a reasonable period, the purchaser is entitled to withdraw from the contract. Under the stated conditions we are likewise entitled to withdraw from the contract. In addition, we will indemnify the purchaser against undisputed claims or claims established as final and binding by a court on the part of the relevant holders of the industrial property rights.

8 The application of Section 445a (1) BGB and Section 445a (2) BGB is excluded.

VIII Liability

1 For damage not occurring to the delivery item itself, we are liable – on whatever legal grounds – only

- a)** in the event of intent,
- b)** in the event of gross negligence on the part of our executive bodies and senior employees (limited here to the damage typical of the contract and reasonably foreseeable),
- c)** in the event of culpable injury to life, body or health,
- d)** in the event of defects that have been fraudulently concealed or whose absence has been guaranteed,
- e)** in the event of defects in the delivery item, insofar as liability is incurred under the German Product Liability Act for personal injury or damage to privately used items,
- f)** in the event of culpable breach of material contractual obligations, in which case we are also liable for gross negligence on the part of non-senior employees and for slight negligence, the latter being limited to the damage typical of the contract and reasonably foreseeable (material contractual obligations are those obligations whose fulfilment makes the proper performance of the contract possible in the first place and on whose fulfilment the purchaser relies and may rely).

2 Insofar as we are liable on account of delay, our liability is likewise limited to the damage typical of the contract and reasonably foreseeable, provided that there is no culpable injury to life, body or health.

3 Claims other than those governed above are excluded.

4 Insofar as we are not liable on account of gross negligence or intent, or on account of injury to body, life or health, liability is in every case limited to an amount of no more than € 2,500,000 per occurrence of damage, with the exception of financial loss, for which liability is limited to € 50,000.

IX Limitation Period

Claims of the purchaser, on whatever legal grounds, become time-barred after 12 months unless otherwise provided below. The statutory periods apply to claims under the German Product Liability Act, to claims on account of injury to life, body and health, and to claims on account of intent and gross fault.

The statutory periods apply to claims on account of a defect in a building structure, or in respect of delivery items which, in accordance with their customary use, have been used for a building structure and have caused its defectiveness.

The following exclusion of liability pursuant to Section X below remains unaffected.

X Liability for Defects in Used Machines, Parts and Installations (Claims for Defects)

Claims for defects (warranty claims) in the sale of used machines, parts and installations are excluded in their entirety.

XI Right to Compensation

If the purchaser fails to accept the delivery despite the setting of a period, we are entitled to claim flat-rate compensation amounting to 20 % of the agreed purchase price. We reserve the right to assert and prove greater damage. The purchaser is free to prove that no damage, or substantially less damage, has been incurred.

XII Conditions for Delivery and Installation

- 1** All costs arising from assembly and from establishing operational readiness are to be borne by the purchaser. Our rates of calculation and prices set out in the annex to the assembly and repair conditions for machine protection equipment and devices of Arnold Mobility GmbH apply in their respective valid version.
- 2** All structural work must be prepared before the start of installation such that installation can begin immediately after delivery and be carried out without interruption. The substructure must be completely dry and set, and the rooms in which installation takes place must be sufficiently protected against the effects of weather, well lit and sufficiently heated.
- 3** The purchaser must provide a dry room that can be lit and locked, and which is kept under supervision and guard, for the storage of machine parts, materials, tools and the like.

- 4 The purchaser must assume at its own expense and provide in good time: suitable assistants and skilled workers in the number we consider necessary; the devices and heavy tools required for installation and commissioning, as well as the necessary consumables and materials, heating, lighting, operating power and water including the necessary connections in accordance with our technical specifications and statutory requirements; the laying and connection of the necessary electrical lines; and the unloading of railway wagons and the transport of the items from the railway wagon or ship to the place of installation.
- 5 The purchaser bears the risk of transporting any delivery parts it brings along.

XIII Data Protection / Choice of Law / Place of Jurisdiction / Place of Performance

- 1 Our privacy policy applies, which may be viewed at www.arnold-mobility.com.
- 2 The law of the Federal Republic of Germany applies. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded; the provisions of private international law likewise do not apply.
- 3 The place of jurisdiction is our registered office, Obertshausen. We are, however, entitled to sue the purchaser at its general place of jurisdiction as well.
- 4 Unless otherwise stated in the order confirmation, our registered office is the place of performance.