

I. Article 1 Scope of Application

- The following General Terms and Conditions (GTC) are applicable to all business relations between the Customer and Wagner GmbH. If the Customer is an entrepreneur according to section 14 of the German Civil Code ("BGB"), a legal entity or special fund under public law.
- The GTC are applicable in particular for contracts on the sale / or the delivery of moveable goods whether we produce the goods by our self or buy them from a supplier (§ 433, 651 BGB). If not stated otherwise, these GTC apply for all similar future contracts as a Frame Work Agreement.
- These GTC apply exclusively. The applicability of the terms and conditions of the Customer is hereby expressly rejected.
- Declarations and notifications of the Customer after the signing of the contract (in particular appointment of a date, notice of defect and cancellation of the contract or abatement) are only valid if given in written form.

II. Scope of Delivery or Services, Conclusion of the Contract

- Our offers are without obligation. The scope of delivery or services is solely defined by our written confirmation of the order. Oral ancillary agreements do not exist.
- The order of the Customer is deemed as a binding offer to enter into a contract with us. If not stated otherwise within the offer, we are entitled to accept this offer within two weeks after receipt.
- We can accept the offer either in written form (e.g. via confirmation of the order) or via delivery of the goods to the Customer.

III. Price and payment

- If not stated otherwise the prices are defined by our current price list without transport fees plus VAT. We are entitled to claim a handling fee, if the order does not reach our minimum order value. Minimum order value and handling fee are defined according to our current price list.
- In case of delivery outside Germany the Customer has to bear the transport costs plus VAT, desired transport insurance and all other custom fees, taxes and all other public fees.
- The price is immediately due and, if not stated otherwise, payable within 14 days from day of the invoice and delivery of the goods.
- After the aforementioned payment period the Customer is in default of payment ("Zahlungsverzug"). During default of payment the Customer has to pay interests on the purchase price according to the current legal regulations. We are entitled to claim further damages of delay. According to the German Commercial Code ("HGB") we are further entitled to claim interests for delay according to section 353 HGB.
- The Customer is only entitled to set off or the right to withhold if his claims are undisputed or legally determined.
- We are entitled to rescind from the contract without any further notification if we have reason to doubt the solvency of the Customer or if the Customer has given false statements concerning his solvency.
- We are entitled to decline payment by bill of exchange ("Wechsel"). We except bills of exchange only on account of payment ("zahlungshalber") without responsibility for protest or correct submission. All charges therefore are immediately due and shall be borne by the Customer.

IV. Date of Delivery or Services

- Dates of delivery are non-binding and require fulfillment of Customer's own obligations.
- If we are not able to deliver in time for reasons we are not liable for (e.g. Force Majeure), we will inform the Customer accordingly and in regard of the estimated delivery date. If we are not able to keep the new delivery date, we are entitled to rescind in whole or in part from the contract. We will refund the Customer for any payments on the purchase price already made. Force Majeure shall be deemed in particular the untimely delivery of our supplier, if neither we nor our supplier are liable for the delay or if we are not obliged to deliver.
- We can only be in delay after notification of the Customer and granting of a respite of at least four weeks. If we are in delay the Customer shall only be entitled to claim damages due to delay in an amount of 5 % of the value of the untimely delivered goods. Nevertheless we are entitled to prove that the Customer has not suffered any damage or only a minor damage.
- If the preparation, transport or deliveries of the goods are delayed on Customers request for more than one month, the Customer is obliged to pay storage charges in an amount of 0.5 % of the gross invoiced amount per month, limited to 6 %, if we can not prove higher costs.
- The rights of the Customer according to section 8 of these GTC and our legal rights, in particular concerning the exclusion of our obligation to fulfill the contract (e. g. impossibility of performance), remain unaffected.

V. Delivery, transfer of risk of laws, approval, default of acceptance

- On request of the Customer the goods shall be sent to another place of consignment ("sales shipment"). If not stated otherwise we are entitled to choose the kind of shipment (in particular shipment company, shipment method, and packaging). We are further entitled to delivery by installments ("Teillieferungen").
- The Customer shall bear the risks of loss and of delay with handover of the goods to the shipment company or if he is in default of acceptance ("Annahmeverzug").
- If the Customer is delay of acceptance, fails to perform any of his obligations or if the delivery is delayed due to reasons for which the Customer is responsible, the Customer shall bear the risk of loss. Furthermore we are entitled to claim damages for delay, including additional expenditures, in an amount of 150,00 € (lump-sum) per calendar day.
- Nevertheless we are entitled to claim higher damages and further legal claims (in particular additional expenditures, appropriate compensation and cancellation); however the lump-sum may be taken into account for further damages. The Customer may prove that we suffered only minor damages or no damage at all.
- The Customer is not allowed to decline the acceptance of the goods due to minor defects ("unwesentliche Mängel").

VI. Retention of title

- We retain ownership of all delivered goods until the Customer has paid the purchase price and fulfilled all his obligations from our contractual relationships.
- The Customer is not entitled to pledge or transfer the goods before full payment of all claims. The Customer informs us immediately about any application for opening the insolvency proceedings or if third parties are taking actions (e.g. pledges) due to our goods.
- We are entitled to rescind immediately from the contract and to claim return of the goods, if the Customer uses the goods outside of the scope of his proper course of business or by non-payment of the due purchase price.
- Until revocation by us, the Customer shall be entitled to sell or process the goods under the following conditions:
 - The retention of title extends to any new products by processing, merging or combining of our goods at their full value, whereas we shall be deemed as producer. By producing, merging or combining the goods with goods of third parties and whereas the ownership of these third parties persists, we gain joint ownership according to the proportion of the invoice value of these goods. The new good shall be governed by the same stipulations as the original good.
 - The Customer assigns to us all claims against third parties arising out of the purchase of the good in whole or according to our joint ownership. We accept this assignment. The obligations of the Customer according to the aforementioned section 2 shall apply as well to these assigned claims.
 - The Customer shall be entitled to collect these claims next to us. We ensure, that we will not collect the claims as long as the Customer fulfills his payment obligations, we are not aware of any solvency risks and we are not entitled to claim our rights according to the aforementioned para. 3. Otherwise the Customer is obliged to inform us about the assigned claims, the respective debtors and all details necessary to collect the claims and to inform the debtors about the assignment.

Furthermore we are entitled to revoke the authorization of the Customer to sell and produce the goods with immediate effect.

- If the enforceable value of our securities exceeds the value of our claims for more than 10 %, we will - by request of the Customer - release securities accordingly at our choice.

VII. Liability for defects

- In case of material or legal defects the Customer is entitled to claim his legal rights, if not stated otherwise below.
- Our liability for defects depends on the description of condition. As description of condition shall be deemed our product description, which has been delivered to the Customer prior to his order or which has been included in the contract just like these GTC.
- If there is no description of condition, the existence of a defect shall be evaluated according to the legal regulations (§ 434 para. 1, sentence 2, 3 BGB). However we do not give a quality agreement ("Beschaffungsrisikogarantie"). In case the ordered goods are not in stock, we also do not take the procurement risk ("Beschaffungsrisiko").
- The customer is only entitled to claim his rights for defects if he has fulfilled his obligation to inspect, notice and reject possible defects ("Untersuchungs- und Rügepflicht" acc. to §§ 377, 381 HGB). The Customer is obliged to give immediately written notice if he detects a defect. The written notice shall be deemed immediately if given within two calendar days. Whereas the timely dispatch of the notice shall be sufficient. In regard of obvious defects (including wrong and minor deliveries) the Customer shall give written notice within two calendar days. In case of improper investigation or untimely notice of defect we are not liable for the defect.
- In case of defect we can choose if we remedy the defect ("Nachbesserung") or if we deliver again free of defect ("Nachlieferung"). Nevertheless we are entitled to refuse supplementary performance according to our legal rights.
- We are only obliged to supplementary performance if the Customer has paid the due purchase price. However the Customer is allowed to retain an appropriate part of the purchase price according to the defect.
- The Customer grants us the necessary time and opportunity to fulfill our obligation for supplementary performance, if any, in particular to send us the rejected good. In case of replacement delivery ("Nachlieferung") the Customer is obliged to return the defective goods according to the legal stipulations. However we are only obliged to dismantle the defective goods and to install the replacement goods, if we have been contractually obliged to install the goods in the first place.
- The costs necessary for the examination and the supplementary performance, in particular transport, working and material costs (with exclusion to dismantling and installation costs) are borne by us, if a defect was existent. Otherwise these costs (in particular costs for examination and transport) have to be borne by the Customer, unless the lack of defect was not recognizable for the Customer.
- In urgent cases, e.g. danger for the operational safety or loss avoidance, the Customer shall be entitled to remedy the defect and claim compensation for the objectively necessary costs. The Customer is obliged to inform us immediately, if possible before, such remedy. However we are not liable, if we had been entitled to refuse supplementary performance.
- The Customer is entitled to rescind from the contract or to reduce the purchasing price ("Minderung"), if the supplementary performance was unsuccessful or if the period for the supplementary performance, which has been stated by the Customer and which has to be appropriate, unsuccessfully expired. However in case of an insignificant defect the Customer is not entitled to rescind from the contract.
- The Customer is only entitled to claim damages and recompensation for expenditures according to the regulations in section 8.

VIII. Liability for valuation of obligations

- If not stated otherwise in the following regulations we are liable for violations caused by intent or gross negligent according to the legal regulations.
- We are liable for damages caused by intent and gross negligent. In case of simple negligent we are only liable as follows:
 - For damages of the life, the health or the body
 - For damages by serious violation of material obligations; in this case our liability is restricted to the compensation of the predictable and typical damage.
- The limitation of our liability applies also by damages caused by persons whom we used to perform our obligations of this contract (§ 278 BGB) However the limitations of our liability do not apply in case of fraudulent concealment of the defect or in case of a quality agreement ("Beschaffungsvereinbarung") or for claims according to the German Product Liability Act ("Produkthaftungsgesetz").
- In case of violations of our obligations, other than defects of the goods, the Customer is only entitled to cancel the contract if we are liable for the violation.

IX. Data protection statement

- Wagner GmbH holds responsible for compliance with data protection regulations. We process personal data of the customer for the fulfillment of an order as well as for the fulfillment of legal obligations acc. Art. 6 Abs. 1 lit. a), b) and c) DS-GVO. Personal data will not be passed on to third parties.
- Personal data are stored for the duration of the legal storage obligations. The customer has the right of information according Art. 15 DS-GVO; right to request correction acc. Art. 16 DS-GVO; right of cancellation acc. Art. 17 DS-GVO; right of limitation of processing acc. Art. 18 DS-GVO; right of opposition to the processing acc. Art. 21 DS-GVO; right of data transferability acc. Art. 20 DS-GVO and the right of appeal to the supervisory authority acc. Art. 77 DS-GVO.
- The provision of personal data may be necessary on the one hand for the conclusion of a contract and the fulfillment of an order. Failure to provide any required personal data may result in us not being able to fulfil the order at all or not in the form as requested.

X. Limitation of Claims

- According to § 438 BGB the limitation period ("Verjährungsfrist") for claims in regard of defects shall be one year beginning with the handover.
- Claims of the Customer according to clause 8.2. (a) and to the Product Liability Act lapse according to the statutory periods of limitation.

XI. Applicable Law, Jurisdiction

- These GTC and all other agreements between us and the Customer are subject to the law of the Federal Republic of Germany with exclusion to the United Nations Convention for the International Sale of Goods (CISG). The place of performance for deliveries and supplementary performances shall be Munich.
- All disputes arising from this contract are to be settled before the competent courts of Munich. Prior ranking legal stipulations, in particular regulations in regard of exclusive places of jurisdiction, shall remain unaffected.