

General Terms and Conditions of Business MOTRAXX ELEKTROGERAETE GmbH

1. General

- 1.1 Exclusively the following terms of business are valid for all offers, deliveries and achievements.
- 1.2 Divergent arrangements are only obliging if they are confirmed by MOTRAXX in writing.
- 1.3 Differently being conditions of the buyer, even if they are added the order or are called in it, oblige us only if they are recognised by us expressly in writing.

2. Offer and contract end

- 2.1 Our offers are basically without engagement. A contract comes about only with the written order confirmation of MOTRAXX. For the coverage of delivery and the other contract contents the order confirmation of MOTRAXX is authoritative.
- 2.2 Drawings, pictures, measures and weights or other performance data are only obliging if this is agreed expressly in writing.
- 2.3 Publications as well as public statements to the state of the products referring by MOTRAXX expressly need the written approval of MOTRAXX.

3. Price condition

- 3.1 The prices quoted in the order confirmation and price conditions according to the in each case valid Incoterms are authoritative.
- 3.2 The prices always to be understood as net prices without discount payment and other reductions.
- 3.3 Additional deliveries and achievements will be invoiced separately.
- 3.4 If nothing else agreed, the prices to be understood incl. transport packaging.
(Samples: excl. postage + packaging)

4. Delivery time

- 4.1 Dates of delivery or terms of delivery which can be agreed obligingly or without obligations need the written form.
- 4.2 Delays of delivery or payment delays based on force majeure or events, which makes it impossible or complicates it substantially - hereto belong in particular strike, lockout, official orders, environmental disasters etc. - even if they rest on with suppliers of MOTRAXX or its sub-suppliers enter - MOTRAXX also does not have to represent terms and appointments with obligingly association bartend. They entitle MOTRAXX to push out the delivery or achievement at the duration of the impediment plus an adequate approach time or because of the not yet full part all or part from carry to withdraw.
- 4.3 If the impediment lasts longer than three months, the buyer is entitled after adequate extension settlement to withdraw concerning the not yet full share from the contract. If the delivery time is extended or becomes free MOTRAXX of his liability, the buyer can derive out of this no claims for compensation. To the called circumstances can appeal MOTRAXX only if he informs the buyer immediately.
- 4.4 MOTRAXX is entitled any time to provide art deliveries and partial achievements.

5. Dispatch and transfer of perils

- 5.1 The dispatch occurs at buyers risk and expense if no divergent arrangement is met.
- 5.2 The buyer pays express and courier more costs if not differently agreed. The choice of the dispatch enterprise remains MOTRAXX's leave.
- 5.3 5.3. A special assurance against transport risks occurs only with suitable arrangement.

6. Payments

- 6.1 The agreed mode of payment is authoritative.
- 6.2 A payment is valid only as occurred when MOTRAXX can dispose of the amount. In case of from cheques the payment is valid only as occurred when the cheque is cashed.
- 6.3 Should the buyer get in default, MOTRAXX is entitled to calculate from the concerning time from interest by height of the interest rate calculated by the commercial banks for open current account credits. They are to be attached lower when the buyer proves a lower charge.

- 6.4 If MOTRAXX circumstances become known which question the loan worthiness of the buyer, in particular if a cheque is not cashed, payments are stopped or become known circumstances which question the creditworthiness of the buyer, MOTRAXX is entitled in this case to require prepayment or securities.
- 6.5 The buyer is only entitled to the compensation or retention of the purchase price if the counterclaims were ascertained legally or are indisputable between the parties.

7. Retention of title

- 7.1 All deliveries and achievements occur according to §449 German Civil Code of all-monies clause (with extended retention of title).
- 7.2 The objects of the deliveries (reservation product) remain a property of MOTRAXX up to the fulfilment of all MOTRAXX against the buyer from the business connection being entitled claims. As far as the value of all protection rights which MOTRAXX are entitled which height of all secure claims exceeds around more than 20 per cent MOTRAXX will release a corresponding share of the protection rights by request of the buyer.
- 7.3 During the existence of the retention of title for the buyer is prohibited a pledge or protection conveyance and the wide disposal is permitted only to retailers in the usual commercial way and only under the condition that the retailer assistant from his customer receives payment or makes the reservation that the property on the customer goes over when this has fulfilled his bills of debt completely.
 - 7.4.1 Resells The buyer reservation products, he already resigns now MOTRAXX his future demands from the wide disposal against his customers with all subsidiary rights - including any balance demands - protection-half, without it requires even later special explanations. If the reservation product is resold together with other objects, without for the reservation product a single price was agreed, the buyer convey MOTRAXX with precedence before the remaining demand resigns that part of the whole price demand which corresponds to the price charged by MOTRAXX of the reservation product.
 - 7.4.2 With showing probable cause of a legitimate interest the buyer has to give MOTRAXX for the assertion of his rights against the customer to necessary information and to hand over the necessary documents.
 - 7.4.3 Up to cancellation, the buyer is authorised to the collection of the resigned demands from the resell. By presentation of an important reason, in particular with default, payment setting, opening of an insolvency procedure (bankruptcy, comparison, or whole enforcement), change protest or if comparable reasonable clues are given which suggest an insolvency of the buyer, MOTRAXX is entitled to revoke the collection competence of the buyer. Moreover, MOTRAXX can disclose the assignment for security which resigned demands use as well as the disclosure of the protection cession by the buyer; towards to request the customer after previous threat of the disclosure of the assignment for security or the utilisation of the resigned demands under observance of an adequate term.
 - 7.5.1 It is allowed to the buyer to process the reservation product, to reshuffle or to connect with other objects. The processing occurs for the supplier. The customer keeps the new thing for MOTRAXX with the care of a well-arranged businessman. The processed, reshuffled or linked thing is valid as a reservation product.
 - 7.5.2 By processing, reorganisation or connection with others than MOTRAXX belonging objects, MOTRAXX joint ownership is not entitled in the new thing by height of the portion which arises reservation product to the value of the remaining processed product at the time of the processing, reorganisation or connection from the relation of the value processed, reshuffled or connected. Provided that the buyer sole ownership acquires in the new thing, agree MOTRAXX and the buyer about the fact that the buyer MOTRAXX joint ownership in by processing, reorganisation or connection originated new thing comparatively of the value processed, reshuffled or connected product at the time of the processing, reorganisation or connection puts away.
 - 7.5.3 In the cases of disposal of a new product the buyer resigns MOTRAXX his claim from the resell against the customer with all subsidiary rights protection-half, without it requires even other

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special explanations. Nevertheless, the cession is valid only by height of the amount which corresponds to the value charged by MOTRAXX of the processed, reshuffled or connected reservation product. The demand portion resigned at MOTRAXX is to be satisfied with priority. Concerning the collection authorisation as well as the conditions of the cancellation is valid according to number 7.4.3.

- 7.5.4 If the reservation product will be connected by the buyer with properties or movable things, the buyer resigns, without it requires other special explanations, also his demand which is entitled to him as a reimbursement for the connection, with all beside right, protection-half by height of the relation of the value of the connected goods at the time of the connection in MOTRAXX.
- 7.6 By pledge, seizure or other orders or interventions of third the buyer, MOTRAXX immediately has to be informed.
- 7.7 By duty injury of the buyer, in particular on payment delay, MOTRAXX is entitled to resignation and to redemption. The buyer is obliged to the publication. The redemption or the assertion of the retention of title or pledge of the object of delivery by MOTRAXX requires no resignation of the buyer. In these actions or a pledge of the reservation product by MOTRAXX no resignation of the contract are done, unless, MOTRAXX would have expressly explained this. MOTRAXX is entitled after previous threat to use the redemption reservation product and to satisfy itself under charge for the open claims from their proceeds.

8. Material defect liability / complaints / returns

- 8.1 The buyer is obliged to examine the purchase product immediately on receipt and to inform MOTRAXX of possible objections because of wrong delivery or material defects within one week after receipt of the product in writing. The elevation of according objections is excluded if the purchased product already in processes inserted or mixed.
- 8.2 All those parts or achievements are to be amended at choice of MOTRAXX, either free of charge rework or to produce anew which show a material defect within the period of limitation.
- 8.2.1 Material defect claims come under the statute of limitations in 12 months.
- 8.2.2 In case of the remedy of material defects, MOTRAXX is obliged to take over all expenses for the purpose of the fault removal for necessary actions, in particular transport costs, road costs, working costs and material costs, as far as these do not increase by the fact that the purchased merchandise convey after another place than the place of fulfilment.
- 8.3 If the defect removal misses, or MOTRAXX is not able to remove the defect or supply a replacement delivery or is delayed in this after an adequate period for reasons of MOTRAXX has to take over responsibility, the buyer is entitled to withdraw from the contract or to require a lowering of the purchase price.
- 8.4 Legal resort claims of the buyer against MOTRAXX exist only in this respect, as MOTRAXX and the buyer has met no arrangements going out the legal fault claims.
- 8.5 Damage claims of buyer, for any legal reason, in particular because of injury of duties from the obligation and from unauthorised action, are excluded.
- 8.6 This is not valid, as far as - e.g., according to the product liability law, in cases of the intention, the culpable negligence, because of the injury of the life, the body or the health or the injury of essential contractual obligations contract duties - is liable compelling.
- 8.7 Nevertheless, the compensation for the injury of essential contract duties is limited to the predictable damage typical for contract, until intention or coarse carelessness is given or is stuck because of the injury of the life, the body or the health.

9. Applicable law / place of fulfilment / jurisdiction

- 9.1 The law of the federal republic Germany is valid for these terms of business and the whole legal respect between MOTRAXX and buyer only.
- 9.2 Exclusively German law is valid for business relation and dealings with foreign customers. International sale of goods law arrangements are not valid.
- 9.3 Place of fulfilment for all payments is the respective place of business of MOTRAXX.
- 9.4 Exclusive legal venue / jurisdiction for all disputes in context with delivery and achievement on account of these general business terms and terms of delivery is Nuremberg.
- 9.5 Nevertheless, MOTRAXX is also entitled to complain at the place of business of the buyer.

10. Final Regulation

Should be ineffective one or several regulations of these terms of business or a regulation within the scope of other arrangements or become, the effectiveness of all other regulations or arrangements is not touched from this.