

General Terms and Conditions Logistik Zentrum Allgäu GmbH & Co. KG

Area of Operations Sorting Services (VDL)

1. Scope

- 1.1 These Terms and Conditions apply in particular to the following services, which have not been covered by a transportation contract under Item 2.1 of the General German Freight Forwarder Conditions (ADSp) – insofar as agreed – or by a freight, forwarding or warehousing contract.
- 1.2 These services include in particular the checking and sorting, manual treatment and processing (always in accordance with the customer's specifications), packing, commissioning, and also reworking of technical products and other goods.
- 1.3 For damage to goods occurring during storage, handling or transportation, the ADSp are deemed to have been agreed.
- 1.4 Insofar as the ADSp have been agreed, these Terms and Conditions will take precedence if any individual clauses should contradict each other or if a particular contractual regulation cannot be assigned to a set of circumstances.
- 1.5 These Terms and Conditions do not apply to contracts concluded with consumers.
- 1.6 Orders made with Logistik Zentrum Allgäu GmbH & Co. KG, and also any other deliveries made by the latter, are performed subject to the following conditions. Any deviating or additional provisions must be made in writing.

2. Electronic Data Interchange

- 2.1 Each party is also entitled to make statements and communicate, and to forward and exchange, electronically (electronic data interchange), provided the communicating Party can be identified. The communicating Party will bear responsibility for the loss and accuracy of the data being transmitted.
- 2.2 Documents compiled digitally or electronically are equivalent to written documents.

3. Counter-performance

- 3.1 The prices specified in the offer made by the contractor are valid subject to the condition that the order data on which the contract is based remain unchanged. In the event that the labour and material costs change between submission of the offer and its placing, or after the contract has been concluded, each contracting party will be entitled to request that the price be adjusted by negotiation. The prices provided by the contractor do not include value added tax. The prices provided by the contractor apply ex works. They do not include packing, freight, postage, insurance and other shipping costs.
- 3.2 Any subsequent changes made at the instigation of the customer, including any machine shutdowns resulting from them, will be charged to the customer.
- 3.3 Models and any similar preliminary work carried out at the instigation of the customer will be charged for even if the order is not placed.

3.4 Any data supplied or transmitted by the customer or a third party instructed by it are not subject to a duty of inspection on the part of the contractor. The risk of deviations in quantity, dimensions, weight, appearance and similar deviations in quality in the contractual product resulting from incorrectly transferred data will be borne by the customer. The obligation to protect the data falls solely on the customer. The contractor is entitled to produce a copy of the original files for processing purposes.

4. Payment

4.1 Payment (net price plus value added tax) must be made within 10 calendar days after the date of the invoice without deductions. The invoice will be issued on the day of delivery, partial delivery or readiness for delivery (debt collectible by the creditor, default of acceptance). Any deviating terms of payment must be stated in writing. Bills of exchange will not be accepted.

4.2 Advance payment may be requested if special materials or preliminary work are provided.

4.3 Only undisputed or legally confirmed claims may be offset by the customer.

5. Default in Payment

5.1 If fulfilment of the payment claim is put at risk due to a deterioration of the customer's financial circumstances occurring or becoming known after the contract has been concluded, the contractor will be entitled to request advance payment and the immediate payment of all invoices with which the customer is in arrears, to retain all those goods that have not yet been delivered and to cease all further work on orders still in process. The contractor also retains these rights in the event that the customer fails to make payment despite receiving a reminder for default of payment.

5.2 In the event of arrears of payment, the statutory default interest will fall due. This does not exclude the assertion of further claims for damages.

6. Delivery

6.1 The contractor will expedite shipping on behalf of the customer with reasonable care, but will accept liability only for malice and gross negligence.

6.2 The delivery dates are only valid if they have been expressly confirmed by the contractor. If the contract is concluded in writing, confirmation of the delivery date must also be made in writing.

6.3 If the contractor defaults in the performance of its services, it must first be granted an appropriate deadline extension. If the subsequent deadline expires without any success, the customer is entitled to withdraw from the contract. Compensation for damages caused by delays may only be requested up to the value of the order (own contribution excluding advance performance and materials), unless the delay was caused intentionally or through gross negligence by the contractor.

6.4 Insofar as the contractor is also required to transfer the assets to the customer while performing logistical services in accordance with Item 1.1, the contractor will retain ownership until full payment has been made.

6.5 The contractor has a right of retention over any technical products, raw materials and other objects delivered by the customer in accordance with Section 369 of the German Commercial Code (HGB) until all of the receivables due under the business relationship have been completely fulfilled.

7. Impediments to Performance, Force Majeure

7.1 Impediments to performance, which do not fall within the area of risk of a contracting party, release the contracting parties from their service obligations for the duration of the disruption and to the extent of their effect.

7.2 Impediments to performance include strikes and lockouts, force majeure, unrest, acts of war or terrorism, government measures and other unforeseeable, unavoidable and serious events.

7.3 In the event of a release under Item 7.1, each contracting party is obliged to inform the other party immediately, and to minimise the effects on the other contracting party as far as may reasonably be expected.

8. Acceptance

Insofar as acceptance of services is to be made by the customer, this may take place through operationalisation, resale or additional processing by the factory, delivery to the customer or to a third party designated by it. If the services are not ready for acceptance, completion will occur instead of acceptance.

9. Notification of Defects

9.1 The customer is obliged to indicate any obvious defects to the contractor immediately on acceptance, however no later than eight working days after receiving the goods. This notification must be made in writing. Timely despatch is sufficient for complying with the deadline, provided the notification reaches the contractor.

9.2 Defects in a part of the delivered goods do not give grounds to object to the entire delivery, unless partial delivery is of no interest to the customer.

10. Customer Claims for Deficiencies

10.1 The deficiency of a logistical service is determined in accordance with the contract and legal regulations. Quality or durability guarantees will only be accepted by the contractor if these are specifically mentioned as such in the contract.

10.2 In the event that the logistical service is deficient, the customer will be entitled to subsequent performance. The contractor still retains the right of choice between removal of the defects and the new delivery/new performance.

- 10.3 If the subsequent performance fails, or if subsequent performance is impossible due to the type of service involved, the customer is able to exercise the price reduction, cancellation and compensation rights and self-fulfilment to which it is entitled as follows:
- 10.3.1 If the customer asserts a claim for reduction, this will be limited to the loss of the agreed remuneration for the individual, defective logistical service.
- 10.3.2 If the customer asserts the right of cancellation, this will apply only to the individual, defective service.
- 10.3.3 The customer is entitled to claim compensation for damages instead of the service in accordance with the conditions specified in Item 11.
- 10.3.4 In the case of self-fulfilment, the customer's claim for reimbursement for expenses is limited to the agreed remuneration.

11. Contractor Liability

- 11.1 The contractor will only be liable if it has acted culpably in causing the damage. Liability for consequential damages is excluded, unless the contractor or its subcontractors have acted intentionally or with gross negligence. The legal and contractual liability of the contractor resulting from this is limited to foreseeable, typical damage of an amount limited in accordance with
- 11.1.1 to 20,000 EUR per instance of damage,
- 11.1.2 in the case of more than four instances of damage with the same cause or which affect production/delivery with the same defective goods (serial damage), to 100,000 EUR, regardless of the number of instances of damage that have caused it.
- 11.2. The aforementioned liability releases and limitations also apply to extra-contractual claims made against the contractor, its employees and other subcontractors.
- 11.3 The aforementioned liability releases and limitations do not apply
- 11.3.1 to injury to life, body and health,
- 11.3.2 insofar as statutory limitations of legal liability, such as the German Product Liability Act, must be mandatorily applied.

12. Qualified Fault

The aforementioned liability releases and limitations do not apply

- 12.1 in the case of gross negligence or intentional damage
- of major contractual obligations by the contractor, its managerial staff or subcontractors
 - of other obligations by the contractor or its managerial staff
- 12.1.1 insofar as the contractor has maliciously concealed the damage or has assumed a guarantee for
- 12.1.2 the quality of the logistical service.

13. Storage, Insurance

In the event that any items or semi-finished and finished products suitable for reuse be stored and insured beyond the delivery date, the customer must provide the insurance itself.

14. Right of Release for Contractor

The customer must release the contractor and its subcontractors from all claims made by third parties in accordance with the German Product Liability Act and other regulations protecting third parties, unless the contractor or its subcontractors have caused the third party claim intentionally or due to gross negligence.

15. Limitation of Claims

15.1 Claims for deficiencies in service – for whatever legal grounds – are barred after one year.

15.2 The limitation for every claim begins on expiry of the date of delivery, and for contractual services on expiry of the date of acceptance in accordance with Item 8.

15.3 The aforementioned limitation periods do not apply

15.3.1 in the event of a qualified fault (Item 12)

15.3.2 in the event of injury to life, body and health or

15.3.3 insofar as statutory limitation regulations must be mandatorily applied.

16. Contractor Liability Insurance

The contractor has insured its liability in accordance with Item 11 with Allianz Versicherungs-AG.

17. Ownership, Copyright

The customer is solely liable if any rights, in particular those of third parties, are violated during the performance of the contract. The customer must release the contractor from all claims made by third parties owing to such rights violations.

18. Data Processing

The legal presentation specified in the current version of the German Data Protection Act applies accordingly to the processing, usage and storage of data and communication of addresses and their use.

19. Place of Fulfilment, Place of Jurisdiction, Applicable Law

19.1 The place of fulfilment for all of the parties concerned is the location of that branch belonging to the contractor to which the order is directed.

19.2 The place of jurisdiction for all legal disputes arising from the contractual relationship or in connection with it is, for all parties concerned, insofar as they are businessmen or the equivalent thereof, the location of that branch belonging to the contractor to which the order is directed; this is the exclusive place of jurisdiction for claims made against the contractor.

19.3 The legal relationship between the contractor and customer or its legal successors is governed by German law to the exclusion of the UN Sales Convention (CISG).

20. Concluding Provisions

20.1 In the event that a contracting party ceases to make payments or if an application is made for insolvency proceedings against its assets or for out-of-court composition proceedings, the other party is entitled to withdraw from the unfulfilled part of the contract.

20.2 In the event that a clause contained in these Terms and Conditions and any other agreements entered into is or becomes ineffective, the validity of the remainder of the contract will not be affected. The contracting parties are obliged to replace the ineffective clause with a provision that replicates its economic intention as closely as possible.