



## General Terms and Conditions

### 1. Scope

These general terms and conditions are an integral constituent of all and any quotations and agreements regarding deliveries and services of Modellbau SCHNEIDER GmbH with entrepreneurs within the meaning of section 14 of the German Civil Code (BGB), also when concluded in the course of current and future business relations. These terms and conditions shall also apply to services and construction services not being the subject matter of an independent agreement. Unless expressly recognized by Modellbau SCHNEIDER GmbH, customer's terms and conditions shall not apply.

### 2. Quotation and Conclusion of Agreement

2.1. Quotations by Modellbau SCHNEIDER GmbH shall remain free and unbinding. Orders shall require a confirmation in writing. Any changes, modifications, or addenda shall be made in writing.

2.2. Drawings, illustrations, masses, weights or any other performance data shall be put down in writing or electronic form.

2.3. Any erroneous information contained in quotations and/or order acknowledgements of Modellbau SCHNEIDER GmbH shall not be binding on Modellbau SCHNEIDER GmbH.

### 3. Prices

3.1. Unless otherwise specified, Modellbau SCHNEIDER GmbH shall be bound to the price quoted in its offer for a term of thirty (30) days from the date the offer was submitted. The prices quoted in the order acknowledgement by Modellbau SCHNEIDER GmbH plus statutory value added tax shall be applicable. Additional deliveries and services shall be invoiced separately.

3.2. Prices are quoted exclusive of costs for packaging, freight, and transport insurance.

3.3. If more than six months have lapsed between the time of conclusion of the contract and the agreed and/or factual delivery date, the prices of Modellbau SCHNEIDER GmbH valid at the time of delivery and provisioning shall apply.

### 4. Delivery and Performance Period

4.1. Binding delivery dates or deadlines shall be agreed in writing. Unless otherwise specified, delivery periods shall begin upon receipt of all documentation required in order to execute the order, the retainer, and the timely submitted material and planning provisions. Agreements shall only be deemed to be binding if they contain an express declaration by Modellbau SCHNEIDER GmbH.

4.2. If the service or delivery owed by Modellbau SCHNEIDER GmbH is delayed by reasons of Force Majeure, legitimate strike, or incapability not ascribable to Modellbau SCHNEIDER GmbH or its suppliers, this shall entitle Modellbau SCHNEIDER GmbH to postpone the delivery or the service for the time such hindrance takes place, however, for a duration of maximum of six weeks, and only provided this does not infringe any recognizable interests of the customer. Modellbau SCHNEIDER GmbH may only invoke postponement of deliveries and services if it immediately informs the customer about the circumstances of the delivery postponement. If the hindrance lasts longer than six weeks, customer, after having granted an appropriate grace period, shall be entitled to rescind from the not yet completed part of the contract.

4.3. Modellbau SCHNEIDER GmbH shall be entitled to make partial deliveries and services to the extent tolerable to customer.

4.4. Upon notification of readiness to make delivery, such delivery or service, respectively, shall be deemed to have been made. The risk shall pass to customer as soon as the shipment has been handed over to the party executing the transport, or, as soon as the shipment has left the premises of Modellbau SCHNEIDER GmbH for the purposes of being shipped. If the shipment is delayed or not executed upon customer's instruction, the risk shall pass to customer upon notification of readiness for shipment.

### 5. Warranty

5.1. The descriptions of the agreed quality shall be relevant for quality and technical execution. Any reference made to technical standards is made for the purpose of describing the service and shall not be construed as a guarantee for a certain quality.

5.2. Claims for defects of quality as well as claims for compensation of damages that have not been caused in the subject matter of the delivery or in the premises itself (consequential damages) shall expire after twelve (12) months. The above shall not apply to the extent longer statutory deadlines are compulsorily provided by law. The prescription period shall begin with the acceptance of the work. The delivery shall be deemed to be accepted without defects if defects are not notified in writing within twelve (12) days from the date of the delivery note.

5.3. Apparent defects shall be notified in writing within fourteen (14) days from the date the goods were delivered or at the time of acceptance of the service or delivery. After expiry of this deadline, warranty claims for apparent claims may no longer be raised. Defective items shall be safeguarded for later inspection by Modellbau SCHNEIDER GmbH in the state they were in at the time the defects were ascertained.

5.4. If the order represents a commercial transaction for both parties to the contract, the provisions of section 377 of the German Commercial Code (HGB) shall apply accordingly.

5.5. In case of justified claims for defects, Modellbau SCHNEIDER GmbH may choose to either fulfil the defective delivery items subsequently or to deliver substitute items in return of the notified defective delivery. As long as Modellbau SCHNEIDER GmbH fulfils its obligations to remove defects, the customer shall not be entitled to claim reduction of the remuneration or rescission from the contract, always provided subsequent deliveries do not fail. Repeated rectifications shall be admissible.

5.6. Modellbau SCHNEIDER GmbH shall reserve the right to allow for insignificant or tolerable deviations regarding dimensions and technical execution, in particular in the case of subsequent orders, to the extent this is owed to the nature of the materials used and customary.

5.7. Deviations regarding dimensions and technical execution shall be verified by customer prior to further processing or further use. Any liability by Modellbau SCHNEIDER GmbH for consequential damages arising of the breach of this incidental obligation by customer shall be excluded, unless Modellbau SCHNEIDER GmbH is culpable of intentional conduct, gross negligence or injury to life, body or health.

5.8. Independent actions and inappropriate handling shall result in the loss of all claims for defects. The usual wear and tear shall not give rise to any claims for defects. The above shall not apply if Modellbau SCHNEIDER GmbH is culpable of intentional conduct, gross negligence or injury to life, body or health.

5.9. In case of breach of material contractual obligations, the liability of Modellbau SCHNEIDER GmbH shall be limited to the foreseeable damage typically expectable, provided, Modellbau SCHNEIDER GmbH cannot be held culpable of intentional conduct.

5.10. Claims for defects that are not simultaneously based on the breach of essential contractual obligations of Modellbau SCHNEIDER GmbH, shall be excluded both for Modellbau SCHNEIDER GmbH as well against their vicarious agents or subcontractors to the extent the damage was not caused intentionally or in a grossly negligent manner. The above shall not apply to claims for defects pursuant to the German law on liability for defective products (ProdHaftG).

## **6. Remuneration**

6.1. Once the contractual service is rendered by Modellbau SCHNEIDER GmbH and delivered/accepted by the contractor, payment is due without deduction after receipt of a single invoice, unless otherwise specified.

## **7. Cancellation fee**

7.1. If customer terminates the order prior to the order being executed, Modellbau SCHNEIDER GmbH shall be entitled to claim 5% of the overall order value as claim compensation. Customer shall reserve the express right to render proof that the damage actually incurred was lower.

## **8. Payments**

8.1. Payments by means of bill of exchanges shall not be admissible.

8.2. If Modellbau SCHNEIDER GmbH becomes aware of any circumstances that put customer's creditworthiness in question, in particular, if customer does not redeem a cheque or if customer discontinues payments, Modellbau SCHNEIDER GmbH shall be entitled to make the entire residual amount payable even if it has previously accepted the cheques. Furthermore, in this case, Modellbau SCHNEIDER GmbH shall be entitled to claim retainers or securities.

8.3. If customer terminates payments for good and/or if insolvency proceedings regarding his assets are initiated or a judicial or extrajudicial settlement procedures is applied for, Modellbau SCHNEIDER GmbH shall also be entitled to rescind the not yet completed part of the agreement.

8.4. Despite any of customer's provisions to the contrary, Modellbau SCHNEIDER GmbH shall be entitled to credit any payments made by customer against customer's older debts. Modellbau SCHNEIDER GmbH shall inform customer about the way in which receivables were set off. If costs and interests have already been incurred, Modellbau SCHNEIDER GmbH shall be entitled to credit the payment first of all against costs, then against interests and finally against the main contractually-agreed service.

8.5. If customer is in delay, Modellbau SCHNEIDER GmbH shall be entitled to charge default interests amounting to 8% above the basic lending rate from the relevant point in time. In addition, Modellbau SCHNEIDER GmbH shall reserve the right to claim additional damages.

## **9. Set-off**

9.1. The set-off with other undisputed or legally established claims shall be excluded.

## **10. Reservation of title**

10.1. Delivered objects shall remain property of Modellbau SCHNEIDER GmbH until full payment of remuneration has been made.

10.2. Customer shall inform Modellbau SCHNEIDER GmbH immediately about any liens with respect to the items subject to retention of title and to inform the lienors immediately about the existence of such retention of title.

10.3. If delivery is made from a business operation maintained by customer, the items may be re-sold in the course of ordinary business. In this case, customer's claims against the buyer to whom the reserved items are sold shall be assigned to the vendor as early as now in the amount of the invoice value of the reserved item. If the reserved items are re-sold on credit, customer shall be obliged to reserve the title in such items in his dealings with his buyers and shall inform Modellbau SCHNEIDER GmbH accordingly in writing. Customer shall hereby assign to Modellbau SCHNEIDER GmbH the rights and claims arising out of this retention of title in their dealings with their buyers.

10.4. If customers processes, mixes, or combines the goods subject to retention of title with other items of the customer, Modellbau SCHNEIDER GmbH shall have a co-ownership in these new items proportional to the invoice value of the goods subject to retention with respect to the value of the remaining goods.

10.5. If the value of the existing securities exceeds the claims to be secured by more than 20%, then, upon customer's request, Modellbau SCHNEIDER GmbH shall be obliged to release such goods held as securities.

## **11. Industrial Property Rights**

11.1. Modellbau SCHNEIDER GmbH shall retain property rights and copyrights in its cost estimates, drafts, drawings, and calculations. They may neither be used nor reproduced or disclosed to third parties without the consent of Modellbau SCHNEIDER GmbH, and shall be returned immediately to Modellbau SCHNEIDER GmbH in case the order is not placed.

## **12. Confidentiality**

12.1. Provided nothing to the contrary has been expressly agreed in writing or is customary, the information disclosed to Modellbau SCHNEIDER GmbH in connection with the order shall not be deemed to be confidential information.

## **13. Privacy**

13.1. Personal Data Handling: Personal data is information that helps a person to identify, so information that can be traced back to a person. This includes the name, email address or phone number. But also data about preferences, hobbies, memberships or which websites were viewed by someone are part of personal data. Personal data are only collected, used and passed on by the provider if this is permitted by law or if the users consent to the data collection.

13.2. The user has the right, upon request, to receive free information about the personal data that has been stored about him. In addition, the user has the right to correction of incorrect data, blocking and deletion of his personal data, as far as no legal duty of storage is contrary.

## **14. Place of Jurisdiction**

14.1. If both parties to the contract are merchants, the exclusive venue shall be the seat of the headquarters of Modellbau SCHNEIDER GmbH. German law shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods.