

(hereinafter referred to as ``PP-Tec´´)

General Terms and Conditions of Business and Delivery

§ 1 Scope of Application, Form

(1) These General Terms & Conditions (GTC) apply to all business relations between PP-Tec and the customer.

(2) These GTC only apply, if the customer is an entrepreneur (§ 14 BGB / German Civil Code), a legal entity under public law or is a public-law special funds.

(3) Unless otherwise agreed, these GTC in the version valid at the time of customer's order or in any case in the version last communicated to the customer in text form shall also apply as a framework agreement for similar future contracts without PP-Tec having to refer to them again in each individual case.

(4) These GTC apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the customer shall not become part of the contract unless PP-Tec has expressly agreed to their validity. This requirement of agreement applies in all cases, for example even if the customer refers to ist GTC within the scope of the order and PP-Tec does not expressly object to this or PP-Tec performs the service without reservation in the knowledge of the customer's GTC.

(5) Individual agreements take precedence over these GTC.

(6) Legally relevant declarations and notifications made by the customer with regard to the contract (e.g. setting of deadlines, notification of defects, withdrawal or reduction) must be made in text form. Legal formal requirements and further proof, in particular in the case of doubts about the legitimacy of the declarant, remain unaffected.

(7) References to the validity of statutory provisions shall only have clarifying significance. Even without such clarification, the legal provisions shall therefore apply unless they are directly amended or expressly excluded in these GTC.

§ 2 Conclusion of contract, Documents, Guarantees

(1) PP-Tec provides its services on the basis of a contract concluded between the customer and PP-Tec. The scope of services and/or scope of delivery results from the contractual declarations of the parties and the associated documents of PP-Tec. The details thus provided are to be regarded as specifications of performance, not as guarantees. A warranty is only granted if it has been expressly designated as such.

(2) We reserve the right of minor deviations in the dimensions, provided that these are reasonable for the customer and customary in the trade.

(3) The offers of PP-Tec are subject to change and non-binding.



(4) The customer's order is considered to be a binding contract offer. Unless otherwise stated in the order, PP-Tec is entitled to accept this contract offer within 2 weeks after its receipt. The acceptance can be declared either in text form (e.g. by order confirmation) or by delivery of the goods.

(5) PP-Tec reserves all rights, such as property rights, copyrights and industrial property rights, to illustrations, drawings, calculations and other documents that are transmitted to the customer as part of the preparation of the conclusion of the contract or during the term of the contract. The passing on of such documents to third parties by the customer is subject to PP-Tec's written consent.

(6) The employees of PP-Tec are not authorized to make verbal subsidiary agreements or to give verbal assurances that go over contents of the written or textual contract.

(7) The contract shall be concluded with the reservation not to perform in case of incorrect self-delivery. This only applies in the event that PP-Tec is not responsible for the non-delivery and that PP-Tec has concluded a concrete covering transaction with the supplier with due diligence. PP-Tec will make all reasonable efforts to procure the goods. Otherwise the consideration will be refunded immediately. In case of unavailability of the goods, the customer is informed immediately.

§ 3 Delivery Dates

(1) The delivery time shall be agreed individually or stated by PP-Tec when the order is accepted.

(2) The occurrence of the delay in delivery shall be determined according to statutory law. In any case, however, a reminder by the customer is absolutely necessary

(3) The customer rights according to § 8 of these GTC and the legal rights of PP-Tec, especially in the event of an exclusion of the obligation to perform (e.g. due to impossibility or unreasonableness of performance and/or subsequent performance), remain unaffected.

§ 4 Delivery, Transfer of risk, Acceptance, Default of Acceptance

(1) The delivery is made ex warehouse.

(2) At the request and expenses of the customer, the goods will be delivered to another place of destination (sale to destination according to buyer's instructions). Unless otherwise agreed, PP-Tec is entitled to decide on the manner of shipping (in particular transport company, shipping route, packaging) itself.

(3) The risk of accidental loss and accidental deterioration of the goods shall transfer to the customer at the latest upon handover. In the case of a sale by delivery to a place other than the place of performance, however, the risk of accidental loss and accidental deterioration of the goods as well as the risk of delay shall already pass upon delivery of the goods to the forwarding agent, the carrier or any other person or institution designated to carry out the shipment. If an acceptance has been agreed, then acceptance determines passing of risk.

The provisions of the contract for work and services shall apply accordingly to the agreed acceptance. Default of acceptance by the Customer shall be equivalent to delivery or acceptance.

(4) If the customer is in default of acceptance, violates other duties to cooperate or if delivery is delayed for other reasons for which the customer is responsible, PP-Tec is entitled to request compensation for the resulting damage including additional expenses (e.g. storage costs). For this purpose, PP-Tec charges a lump sum compensation of EUR 50 per calendar day, starting with the delivery deadline or - in the absence of a delivery deadline - with notice of shipment readiness of the goods. The proof of a higher damage and the legal claims of PP-Tec (in particular compensation of additional expenses, reasonable compensation, termination) remain unaffected; however, the lump sum is to be charged against further monetary claims. The customer is entitled to prove that PP-Tec has incurred no damage at all or only significantly fewer damage than the above lump sum.

§ 5 Compensation, Prices, Payment Terms, Default of debtor

(1) Unless agreed otherwise, the current prices at the time of the conclusion of the contract shall be valid on the basis ex warehouse exclusive value added tax.

(2) The customer shall bear the transport costs ex warehouse and the costs of any transport insurance. Any customs duties, fees, taxes and other public charges shall be borne by the customer.

(3) The customer is obliged to perform in advance.

(4) The customer undertakes to pay the total price within 10 days of receipt of the invoice. After expiry of this period, the customer is in default of payment. During the payment default, interest will be charged on the sales price in conformity with the legal default interest rate.

PP-Tec reserves the right to assert further damage caused by the delay. Our claim for the commercial maturity interest (§ 353 HGB / German Commercial Code) against merchants remains unaffected.

(5) The customer can only make use of set-off rights as well as rights of retention in case of requirements being undoubtedly or legally adjudicated. In the event of defects in the delivery, the customer's counter-rights shall remain unaffected.

(6) If there are indications after conclusion of the contract (e.g. as a result of an application to open insolvency proceedings) that the claim to the price is jeopardized by the customer's lack of ability to pay, PP-Tec is entitled to refuse performance in accordance with the statutory provisions and - if necessary after setting a deadline - to withdraw from the contract (§ 321 BGB / German Civil Code). In the case of contracts for the manufacture of unreasonable items (individual productions), PP-Tec may declare the cancellation immediately; the statutory provisions concerning the dispensability of deadlines remain unaffected.

§ 6 Reservation of Property

(1) PP-Tec retains title to the goods until all current and future claims arising from the contract between PP-Tec and the customer and from a current business relationship between PP-Tec and the customer (secured claims) have been paid in full.



(2) The goods subject to retention of title may neither be pledged to third parties, nor assigned as collateral before the full payment of the secured claims. The customer must notify PP-Tec immediately in text form if an application is made to open insolvency proceedings or if third parties (e.g. seizures) have access to the goods belonging to PP-Tec.

(3) In case of breach of contract by the customer, in particular in case of a delay of payment, PP-Tec is entitled to withdraw from the contract in accordance with the statutory provisions or/and to demand the return of the goods on the basis of the retention of title.

Any demand for the return of goods shall not be deemed to include a simultaneous declaration of withdrawal; PP-Tec shall be entitled to demand solely the return of the goods and to reserve the right to withdrawal from the contract. If the customer does not pay the purchase price due, PP-Tec may only assert these rights if PP-Tec has first set the customer a reasonable deadline for payment without success or if setting such a deadline is dispensable according to the statutory provisions.

(4) Until revoked in accordance with (c) below, the customer is authorized to resell and/or process the goods subject to retention of title in the ordinary course of business. In this case, the following provisions shall apply additionally.

(a) The retention of title extends to the products, which are created by processing, mixing or combining the goods at their full value, whereby PP-Tec is considered as the manufacturer.

In case of processing, mixing or combining our goods with products of third party, the title of which is retained, PP-Tec shall acquire co-ownership in proportion to the invoice values in such processed, mixed or combined goods.

Furthermore, the same shall apply for the resulting product as for the supplied goods, which are subject to retention of title.

(b) The customer hereby assigns to PP-Tec as security any claims against third parties arising from the resale of the goods or the product in total or in the amount of PP-Tec's proportional co-ownership share, in accordance with the preceding paragraph. PP-Tec accepts the assignment. The obligations of the customer mentioned in paragraph. 2 shall also apply in view of the assigned claims.

(c) The customer shall retain the right of recovery of the debt in addition to PP-Tec.

PP-Tec undertakes not to collect the claim as long as the customer complies with its payment obligations to PP-Tec, there is no deficiency in his performance capacity and solvency and PP-Tec does not assert the retention of title by exercising a right pursuant to paragraph. 3.

If this is the case, however, PP-Tec may demand that the customer inform PP-Tec of the assigned claims and their debtors, provide all information required for collection, hand over the associated documents and inform the debtors (third parties) of the assignment. Furthermore, in this case PP-Tec is entitled to revoke the customer's authorisation to further sell and process the goods subject to retention of title.

(d) If the realized value of the collaterals exceeds the amount payable to PP-Tec by more than 10%, PP-Tec shall release collaterals of its choice, on the demand of the customer.

§ 7 Warranty

(1) The provisions of the law apply to the rights of the customer in cases of material and legal defects (including incorrect and incomplete delivery as well as improper assembly/installation or inadequate instructions), unless other arrangements have been made below. In all cases, statutory provisions on the sale of consumer goods (§§ 474 et seq. BGB / German Civil Code) and the rights of the customer arising from separately promised guarantees, in particular on the manufacturer's part, shall remain unaffected.



(2) The basis of liability for defects is based on the agreement made concerning the quality and the presupposed use of the goods (including accessories and instructions). All product descriptions and manufacturer's specifications which are the subject of the individual contract or which were publicly announced by PP-Tec (in particular in catalogs or on our Internet homepage) at the time of the conclusion of the contract are deemed to be a quality agreement in this respect. In the absence of any agreed specification of the goods, the existence of defects therein shall be determined in accordance with statutory provisions (§ 434 paragraph. 3 BGB / German Civil Code). Public statements made by the manufacturer or on his behalf, in particular in advertising or on the label of the goods, shall take precedence over statements made by other third parties.

(3) In the case of goods with digital elements or other digital content, PP-Tec owes provision and, if applicable, updating of the digital content only insofar as this results expressly from a quality agreement pursuant to paragraph. 2. PP-Tec shall not be held liable for any public statements by the manufacturer and other third parties.

(4) PP-Tec is not liable for defects of which the customer is aware at the time of contract conclusion or is not aware due to gross negligence (§ 442 BGB / German Civil Code).

(5) The customer must report obvious defects of the delivered goods in writing within a period of two (2) weeks of receipt of the goods; otherwise the assertion of the warranty claim is excluded. To keep the term, the punctual sending off of the revocation shall be sufficient. For customers who are merchants, the inspection and notification obligations pursuant to §§ 377, 381 HGB (German Commercial Code) apply, whereby the text form applies to the notification. In the case of goods intended for assembling, attaching or installation, PP-Tec's liability for the defect not being reported or not being reported in time or not being reported properly is excluded if the defect became apparent as a result of the breach of one of these obligations only after the corresponding processing; in this case, in particular, there are no claims of the customer for reimbursement of corresponding costs ("dismantling and installation costs").

(5) If the delivered product is defective, PP-Tec can choose whether PP-Tec will provide subsequent performance by eliminating the defect (rectification) or by delivering a defect-free product (replacement).

(6) PP-Tec has the right to predicate the supplementary performance due on whether the customer pays for the purchase price due. However, the customer shall be entitled to retain a part of the purchase price appropriate in relation to the defect.

(7) The customer shall give PP-Tec the sufficient time and opportunity required for the supplementary performance owed, in particular he has to hand over the goods being object of complaint for inspection purposes. In the event of a replacement delivery, the customer is obliged to return the defective product to PP-Tec at PP-Tec's request in accordance with the statutory provisions; however, the customer shall not have a claim for return.

Supplementary performance does not include the dismantling, removal or disassembly of the defective product, nor the installation, fitting or assembly of a defect-free product if PP-Tec was not originally obliged to perform these services; claims of the customer for reimbursement of corresponding costs ("dismantling and assembly costs") remain unaffected.



(8) The expenses required for the purpose of inspection and supplementary performance, in particular transport, travel, labor and material costs as well as, if applicable, removal and installation costs shall be borne or reimbursed by PP-Tec in accordance with the statutory provisions and these GTC, if there is actually a defect. Otherwise, PP-Tec may demand reimbursement from the customer for the costs incurred from the unjustified request to remove the defect if the customer knew or should have known that there was actually no defect.

(9) Claims of the customer for reimbursement of expenses according to § 445a paragraph. 1 BGB (German Civil Code) are excluded, unless the last contract in the supply chain is a purchase of consumer goods (§§ 478 , 474 BGB / German Civil Code) or a consumer contract for the provision of digital products (§§ 445c p. 2 , 327 paragraph. 5, 327u BGB / German Civil Code).

(8) Customer claims for damages or reimbursement of wasted expenditures (§ 284 BGB / German Civil Code) shall also exist in the event of defects of the goods only in accordance with the following §§ 8 and 9.

§ 8 Liability

(1) Unless otherwise stated in these GTC including the following provisions, PP-Tec shall be liable for a breach of contractual and non-contractual obligations in accordance with the statutory provisions.

(2) PP-Tec is liable for damages – regardless on which legal ground - within the scope of fault liability in case of intent and gross negligence. In case of simple negligence PP-Tec is liable, subject to legal liability limitations (e.g. diligence in own affairs; inconsiderable breach of duty), only

- for damages resulting from injury to life, body or health,

- for damages due to violation of an essential contractual obligation (obligation, the satisfaction of which only enables the proper execution of the contract at all and with which the contractual partner relies and may as a rule rely on its compliance); in such case, however, the liability shall be limited to the payment of the typically foreseeable damage.

(3) The limitations of liability stated in paragraph 2 shall also apply for neglect of duty by or to the benefit of persons whose fault PP-Tec is responsible for according to statutory provisions. They do not apply in the case of fraudulent intent or in the case of warranty or for claims relating to the Product Liability Act.

§ 9 Limitation Period

(1) The limitation period shall be one (1) year from the beginning of the legal statutory limitation period. If acceptance has been agreed, the limitation period begins with the acceptance.

(2) The statutory limitation period shall apply if PP-Tec can be accused of gross negligence, within the scope of liability for fault in the case of intent and gross negligence, in the case of physical injury and damage to health attributable to PP-Tec and in the case of loss of life of the customer, in the case of a guarantee, in the case of delivery recourse (§§ 478, 445a, 445b resp. §§ 445c , 327 paragraph. 5 , 327u BGB / German Civil Code), if PP-Tec has fraudulently concealed a defect, in the case of § 438 paragraph. 1 No. 2 BGB (in the case of a building and



in the case of an object which has been used for a building in accordance with its customary use and has caused its defectiveness) and in the case of § 634a Paragraph. 1 No. 2 BGB (in the case of a building and a work the success of which consists in the provision of planning or supervisory services for it) as well as in the case of claims with regard to the Product Liability Act.

§ 10 Force Majeure

(1) Insofar and as long as a case of force majeure ("Force Majeure") exists, the parties shall be released from their performance obligations for the period and to the extent that the disruption exists.

(2) Force Majeure is a non-operational event caused externally by elementary forces of nature or by the actions of third parties, which is unforeseeable according to human insight and experience, cannot be prevented or rendered harmless by economically acceptable means even by the utmost care reasonably to be expected in the circumstances, and is not to be accepted because of its frequency.

(3) This does not imply an automatic termination of the contract. The contracting parties are obliged to notify each other of any such impediment and to adjust their obligations to the changed circumstances in good faith

§ 11 Final Provisions

(1) The law of the Federal Republic of Germany shall apply with the exception of international uniform law, in particular the UN Sales Law.

(2) If the customer is a merchant, a legal entity under public law or a public law special fund, the place of jurisdiction for all disputes arising from the contract shall be the court competent at the place of business of PP-Tec, unless an exclusive place of jurisdiction is given. However, PP-Tec is also entitled to sue the merchant at the court competent of his place of residence or business. Jurisdiction based on an exclusive place of jurisdiction shall remain unaffected.

(3) If the customer is a merchant, a legal entity under public law or public-law special funds, the place of performance and the place of subsequent performance shall be the registered office of PP-Tec.

(4) Contractual penalties and lump-sum claims for damages against PP-Tec are excluded.

(5) The customer shall inform PP-Tec within a reasonable period of time of any changes in its corporate form, business address or majority ownership. In case the customer does not provide this information in time, he is liable for any resulting disadvantages and costs.

(6) Should individual provisions of the contract with the customer, including these GTC, be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions.