

General Sales Conditions

Mantis ULV-Sprühgeräte GmbH

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(„Vendor“)

§ 1

Scope of Validity

- I. The following Sales Conditions apply to all contracts concluded between the Vendor and the Customer for the supply of goods. They also apply to all future business transactions between the contract parties, even if they have not been expressly agreed upon.
- II. Only these General Sales Conditions are applicable. The General terms of business of the Customer are only valid if the Vendor has expressly agreed them in writing.
- III. All agreements, which are made between the Vendor and the Purchaser relating to the purchase contracts, are recorded in the purchase contract, these conditions and the confirmation of order by the Vendor.
- IV. Possible supplementary agreements which have been made are invalid.

§ 2

Offer and Signing of Contract

- I. The Vendor information in catalogues, advertising brochures, price lists, quotations and offers is subject to change without notice and non binding, unless the Vendor has expressly indicated in writing that this is binding. Catalogues, drawings, quotations and other documents remain the property of the Vendor. The Copy right of the Vendor remains unaffected by the hand over.
- II. The contract materializes after the written confirmation of order and its corresponding content by the Vendor. If there is no written confirmation of order, both the delivery note and invoice of the Vendor are also valid as a confirmation of order. In these cases, the contract materializes following acceptance of the delivery by the Customer.

§ 3

Delivery

- I. Delivery dates or deadlines, which have not been expressly agreed, are only unbinding approximate statements.
- II. If the delivery item is en route to the Customer or has been declared ready for shipment prior to expiry of the delivery date then the delivery date has been met.
- III. The Vendor is authorized in justified special cases, particularly for operational reasons, to carry out part deliveries without prior notice and to charge for them separately.
- IV. The Vendor is not responsible for dates or deadlines agreed as binding if delivery and service delays occur due to force majeure or special events, upon which the Vendor has no influence and which can be proved to have considerable influence on the manufacture or delivery of the delivery item, this includes in particular strikes, lock-outs, official directives, material shortfalls, non availability of goods, or to inability to deliver goods etc-, including by preliminary suppliers, also during the delay. The Vendor must inform the Customer immediately of the start and end of such a hindrance. In the case of hindrances of a temporary length, the Vendor is authorized to postpone the delivery or services for the length of the hindrance plus an appropriate lead time. If this is impractical, the Vendor has the right to partly or completely withdraw from the contract due to the part which has not been fulfilled. The Customer can require the Vendor to clarify if he is withdrawing or will deliver within an appropriate time period. If the Vendor does not provide a clarification, the Customer can withdraw, if as a result of the delay, the receipt of the delivery cannot be expected.
- V. The right to correct and punctual delivery to us shall remain reserved. The Vendor will inform the Customer immediately if the delivery items are not available and in the case of withdrawal, refund the Customer immediately for any corresponding advance payments.

- VI. If the Vendor does not meet binding deadlines or delivery dates or experiences a delay with the delivery, the Customer is entitled to withdraw from the contract after the expiry of a reasonable extension period.
- VII. The Vendor is liable for delays due to intent or gross negligence on the part of the Vendor or of a representative or person employed to fulfill the contract according to the legal regulations. The liability of the Vendor is limited however in cases of gross negligence to predictable damages typical for this type of contract. Besides the cases in sentence 1, liability of the contractor is limited to compensation for damages due to delay in services of 5% in total and for compensation for damages instead of goods and services of 5% in total, further claims from the Customer are excluded, including after any expiry of deadline for services set by the Vendor. The preceding limits are not applicable to liability due to injury to life, body or health. The preceding regulations do not imply a change to the burden of truth to the disadvantage of the Customer. The preceding regulations are also applicable to claims for refunds of futile expenses.
- VIII. The Vendor is liable if delivery is impossible due to intent or gross negligence on the part of the Vendor or of a representative or person employed to fulfill the contract according to the legal regulations. The liability of the Vendor is limited however in cases of gross negligence to predictable damages typical for this type of contract. Besides the cases in sentence 1, liability of the Vendor due to impossibility is limited to compensation for damages and for compensation for futile expenses to 10% in total of the value of the delivery. Further claims due to impossibility of delivery by the Customer are excluded. The preceding limits are not applicable to liability due to injury to life, body or health. The right of the Customer to withdraw from the contract remains unaffected. The preceding regulations do not imply a change to the burden of truth to the disadvantage of the Customer.
- IX. If the Customer defaults in receiving the goods, the Vendor has the right, after an appropriate period of grace linked to a penalty of non performance, to demand compensation for damages due to failure to fulfill obligations to the amount of 10% of the agreed contract total, irrespective of the possibility to prove higher damages. On his part, the Customer has the right to prove that damage did not arise or was considerably smaller.

§ 4

Dispatch and Passing of Risk

- I. The place of fulfillment for the services is the registered office of the particular supplier or store of the Vendor.
- II. Dispatch always takes place at the risk of the Customer, also in case of part deliveries or if the Vendor has also accepted other services e.g. Dispatch costs or delivery.
- III. In the absence of special instructions, packing and the choice of route of transport will be carried out according to best judgment. Taking delivery of the goods from the Vendor without complaint by rail, post, shipper or other transport company, is considered a confirmation that packaging was in perfect condition on dispatch and excludes the Vendor from liability for damage or losses arising en route due to inappropriate packaging or loading of goods, except for liability due to intent or gross negligence.
- IV. The risk of accidental perishing or accidental deterioration of the goods transfers to the Customer when the goods are handed over to the shipper, Rail Company or other freight carrier. If the Customer is collecting the goods, the risk transfers to the customer upon notification of readiness to make delivery.
- V. If dispatch or receipt is delayed on the request or at the fault of the Customer, the risk of accidental perishing or accidental deterioration transfers to the Customer at the time, when the Vendor has given notice in writing that it is ready to be accepted. In this case, the Vendor is entitled to charge storage costs of 0.5% of the invoice total per month or delivery day, beginning two weeks after notice of readiness for dispatch. The Customer has the right to prove that the costs do not exist or are considerably lower. The Vendor is allowed to prove that higher damages have occurred.
- VI. The Vendor is entitled to insure the transport risk and to invoice this to the Customer, unless the Customer has issued other instructions in writing.

§ 5

Payment Conditions

- I. Prices are calculated strictly net, ex works, excluding packaging, insurance, import/export or other additional costs. – Plus respective compulsory value added tax. Packaging is calculated at cost price by the Vendor.
- II. If the agreed delivery date exceeds a period of 4 months from signing of the contract, or delivery is delayed over 4 months from signing of the contract for reasons, which are the sole responsibility of the Customer, or which fall into his risk area, the Vendor is entitled to calculate the price valid for delivery on the day. If the price increase is more than 5% of the quoted purchase price, the Customer is entitled to withdraw from the contract. This right of withdrawal does not apply if the Customer does not exercise it within a deadline of 2 weeks, beginning with the date of notice of the new price.
- III. Payment is due in its entirety on delivery or acceptance. The Customer is in default of payment, without further notification by the Vendor 30 days after the due date. Payment terms are considered to have been complied with, if the Vendor is in possession of the amount due within the payment dates. In the case of the existence of defects, the Customer does not have the right to withhold payment, unless the delivery is obviously deficient. In such a case, the Customer is only entitled to withhold payment, to the extent that the retained payment is in reasonable relation to the defects and the estimated costs of making the improvements (in particular the removal of the defect)
The Customer is not entitled to claim demands and rights due to defects, if the Customer has not made due payments and the outstanding payments (including possible payments on account) are in appropriate relation to the value of the delivery which is flawed with defects.
- IV. Payments can be allocated at the Vendor's choice against other outstanding debts.
- V. Off setting or withholding of payment by the Customer is forbidden, unless the off setting or withholding of payment is unchallenged or established as absolute. The Vendor is entitled to avoid the exercising of the right of retention by security- also by putting a guarantee.
- VI. In cases of payment delays, the Vendor is entitled to demand interest on arrears of 8 percentage points over the base lending rate (according to § 247 BGB) Moreover the Vendor is entitled to charge administration costs/ reminder charges which arise due to payment delays to the amount of 10,- Euro. The Customer is allowed to prove that no damage or considerably less damage has arisen. The Vendor is allowed to prove that higher damages have arisen.

§ 6

Retention of Title

- I. The Vendor reserves the right to ownership of the goods (goods subject to the retention of title) until all payments of the purchase contract have been received.
- II. The customer must notify the Vendor immediately in writing of all access by third parties, in particular of enforcement measures and other infringements on his ownership. The Customer must compensate the Vendor for all damage and costs, which arise due to a breach of this duty and due to necessary intervention measures against access by third parties.
- III. If the Customer does not comply with his payment obligations, the Vendor can demand the withdrawal of goods subject to the retention of title without prior notice of a date. The resulting transport costs must be paid by the Customer. Seizure of the goods under retention of title by the Vendor shall always represent a withdrawal from the contract. The Vendor is authorized to dispose of the goods under retention of title. The proceeds of the sale, minus reasonable administration costs, become the liability of the Vendor.

§ 7

Guarantee

- I. If the purchase is a commercial transaction for both sides, the Customer must examine the goods immediately on receipt, as far as this is possible during the regular course of business and if there is a defect, inform the Vendor immediately.
- II. If the Customer does not make a complaint, the goods are considered approved, unless there is a defect, which was not visible during the examination. Furthermore §§ 377 ff. HGB applies.
- III. The Vendor may choose to eliminate the defects or deliver an item free of defects, (rectification of defects). If the rectification of defects fail, the Customer has the right to choose to either demand a reduction in price or to withdraw from the contract.

- IV. Further claims from the Customer, in particular due to consequential damage caused by a defect are in principle disqualified. This does not apply in cases of intent, gross negligence or breaches of contract by the Vendor as well as in cases of injury to life, body or health. The right of the Customer to withdraw from the contract remains unaffected.
- V. Warranty claims lapse after 24 months, respectively after 12 months in case of commercial use of the goods. The limitation period begins at delivery. The guarantee expires, if the delivered goods change or are handled incorrectly.
- VI. The Vendor is not responsible for material defects on deliveries, which he sources from third parties and forwards unchanged to the Customer. Responsibility in the case of intent or negligence remains unaffected. The preceding regulations do not imply a change to the burden of proof to the disadvantage of the Customer.
- VII. Claims for defects do not only exist in cases of negligible deviations from the agreed properties and conditions or only in negligible impairment of usefulness.
- VIII. Necessary expenses for the purpose of the rectifying defects are to be paid by the Customer, if they increase due to delivery to a different place than the place of business of the Customer, unless the transport corresponds to its intended use.

§ 8

Liability

- I. The Vendor is liable in cases of intent or gross negligence by the Vendor or a representative or person employed to fulfill the contract according to the legal regulations. Apart from that the Vendor is only liable according to the product liability act, for culpable fundamental breaches of contract. A claim for damages for fundamental breaches of contract is limited however to predictable damage typical for the contract, if at the same time another of the exceptions set out in sentences 1 or 2 of the paragraph does not exist. The liability of the Vendor is also limited in cases of gross negligence to predictable damage typical for the contract, if at the same time another of the exceptional cases set out in sentence 2 of this paragraph 1 does not exist.
- II. The regulation of the preceding paragraph 1 is valid for all claims for damages (in particular for compensation in addition to performance and damages instead of performance) irrespective of their legal basis, in particular due to defects, breach of duties from the contractual obligations or unlawful acts. They are also valid for claims for futile expenses. Liability for delay is determined however by § 3 Para. VII., liability for impossibility by § 3 Para. VIII.
- III. The preceding regulations do not imply a change to the burden of proof to the disadvantage of the Customer.

§ 9

Final Clauses

- I. The place of jurisdiction for deliveries and payments (including action on cheques and bills) as well as all disputes arising between the contract parties is the court having jurisdiction of the Vendor. The Vendor reserves the right to bring an action against the Customer at any other legal place of jurisdiction. The relationships between the contract parties are governed exclusively by the applicable law in the Federal Republic of Germany to the exclusion of the UN Convention on contracts for the International Sale of Goods.
- II. The Customer can only transfer his rights and obligations from this contract to a third party with written agreement by the Vendor. This agreement is however not necessary, if the transfer takes place within the scope of an effective extended reservation of title, which the Customer has agreed with a third party within the scope of § 6.
- III. If single clauses of the preceding sales conditions or parts thereof are ineffective, the effectiveness of the rest of the clauses is not affected. An ineffective clause in these sales terms shall be replaced by that effective clause, which comes closest to the economic purpose of the ineffective clause.