

 <b>ISS GmbH</b> International Spares Services	<b>General Terms and Conditions of Trade</b>	Number:	<b>AGB-EN</b>
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## General Terms and Conditions of Trade

### I. Scope of Application

The following conditions apply to all contracts concluded between the buyer and us, ISS GmbH, Hasenweide 146, 50226 Frechen, for the delivery of goods. They also apply to all future business relationships, even if they are not expressly agreed again. Differing conditions of the buyer, which we do not expressly acknowledge, are not binding for us, even if we do not expressly contradict them. The following conditions also apply if we implement the buyer's order without reservation in the knowledge of conflicting or differing conditions of the buyer.

All agreements reached between the buyer and us concerning the purchase contracts are set down in writing in the contracts.

In individual cases, written agreements between the contractual parties (including collateral agreements, additions and changes) shall in any case take precedence over these terms and conditions.

Our offers are aimed only at commercial customers. Consumers in the sense of Article 13 of German Civil Code (BGB) are not supplied.

### II. Offer and Conclusion of Contract

An order of the buyer, which can be qualified as an offer to conclude a sales contract, can be accepted within two weeks by sending an order confirmation or by sending ordered products within the same period.

Our offers are subject to confirmation and non-binding, unless we have expressly designated them as binding.

We reserve our ownership, copyrights and other protective rights to all illustrations, calculations, drawings and other documents. The buyer may only pass these on to third parties with our written agreement, irrespective of whether we have marked these as confidential.

### III. Terms of Payment

Our prices are ex works without packaging, if not otherwise determined in the order confirmation. Our prices do not include statutory VAT. It will be shown separately in the invoice in the statutory amount on the day of service provision.

We reserve the right to apply price changes without prior notification of the buyer, if after conclusion of the contract cost reductions or cost increases occur, especially due to collective wage agreements or changes of material prices.

A deduction of discount is only permissible with a special written agreement between us and the buyer. The purchase price is payable net (without a discount) immediately upon receipt of the invoice by the buyer, as far as the order confirmation does not specify any other payment term. A payment is deemed completed only when the amount is at our disposal. In the case of cheque payments, the payment is deemed completed when the cheque is cashed.

If the buyer defaults on payment, the legal provisions apply.

The buyer is only entitled to offsetting, also if notices of defect or counterclaims are enforced, if the counterclaims have been stipulated as legally valid, recognized by us, or these are indisputable. The buyer is authorized to exercise a right of retention only if his counterclaim rests on the same contractual relationship.

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#### **IV. Period of Delivery and Performance**

Delivery dates or deadlines that have not been expressly agreed as binding are only a non-binding information. The delivery time specified by us begins only when all orders, documents, information and permits to be supplied by the buyer have been submitted and all technical questions clarified. Likewise, the buyer has to fulfill all obligations incumbent on him properly and on time.

If the underlying purchase agreement is a fixed date contract according to Article 286 Paragraph 2 Point 4 of German Civil Code (BGB) or Article 376 of Commercial Code (HGB), we are liable in accordance with the legal provisions. The same applies if the buyer is entitled to assert his loss of interest in the further performance of the contract, as a result of a delay in delivery for which we are responsible. In this case, our liability is limited to the foreseeable, typically occurring damage, if the delay in delivery is not based on a deliberate violation of the contract for which we are responsible, while a fault on the part of our representatives or vicarious agents can be attributed to us. Likewise, we are liable to the buyer in case of delay in delivery in accordance with the legal provisions, if this is based on an intentional or grossly negligent breach of contract for which we are responsible, while a fault on the part of our representatives or vicarious agents can be attributed to us. Our liability is limited to the foreseeable, typically occurring damage, if the delay in delivery is not based on a deliberate violation of the contract for which we are responsible.

In the event that a delivery delay for which we are responsible is due to the culpable breach of an essential contractual obligation, while a fault on the part of our representatives or vicarious agents can be attributed to us, we shall be liable in accordance with the legal provisions provided that in this case the liability for damages shall be limited to the foreseeable damage that typically occurs.

Any further liability for a delay in delivery for which we are responsible is excluded. The further legal claims and rights of the buyer, which are entitled to him in addition to the claim for damages due to a delay in delivery for which we are responsible, remain unaffected.

We are entitled to partial deliveries and partial services at any time, as far as this is reasonable for the buyer.

If the buyer is in default of acceptance, we are entitled to demand compensation for the resulting damage and any additional expenses. The same applies if the buyer culpably violated obligations to cooperate. Upon the occurrence of acceptance default or debtor default, the risk of accidental deterioration and accidental destruction is transferred to the buyer.

#### **V. Transfer of Risk, Shipping, Packaging**

Loading and shipping are uninsured at the risk of the buyer. We will make every effort to take into account the wishes and interests of the buyer with regard to the shipping method and shipping route; any additional costs resulting therefrom - even in the case of freight paid deliveries - shall be borne by the buyer.

We do not take back transport and all other packaging in accordance with the packaging ordinance; except pallets. The buyer has to arrange for the disposal of the packaging at his own expense.

If the shipment is delayed at the request or the fault of the buyer, we store the goods at the expense and risk of the buyer. In this case, the notification of the readiness for shipping is the same as the shipping.

At the request and expense of the buyer, we will protect the delivery by transport insurance.

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## VI. Material and Legal Defects, Liability

Claims for defects of the buyer shall only exist if the buyer has properly complied with his inspection and complaint obligations according to Article 377 of Commercial Code (HGB).

In the case of legitimate complaints, we are obliged to make supplementary performance, excluding the rights of the buyer, to terminate the contract or to reduce the purchase price (reduction), unless we are entitled to refuse supplementary performance due to the legal provisions. The buyer has to grant us a reasonable period for supplementary performance. The supplementary performance can be done at the option of the buyer by eliminating the defect (repair) or delivery of a new product. In the case of removal of the defect, we bear the necessary expenses, insofar as these do not increase, because the object of the contract is located at a place other than the place of performance. If the supplementary performance has failed, the buyer can demand a lowering of the purchase price (reduction) or declare the withdrawal from the contract. The rectification of defects shall be deemed to have failed with the second unsuccessful attempt, unless further reworking attempts are reasonable on the basis of the subject matter of the contract and are reasonable for the buyer. The buyer can only assert claims for compensation for the following conditions due to the defect if the supplementary performance has failed. The right of the buyer to assert further claims for damages under the following conditions remains unaffected.

The warranty claims of the buyer expire one year following delivery of the goods to the buyer, unless we have maliciously concealed the defect; in this case the legal regulations apply.

Changes in construction or execution, which we or our suppliers generally make after conclusion of the contract, do not entitle to a complaint. If special guarantee conditions of the manufacturers exist for certain parts of the object of purchase, we are entitled to apply these conditions, even if these are not known to the buyer. Upon request, we will provide them to the buyer.

All claims for damages are excluded for defects caused due to unsuitable or improper use, faulty assembly or commissioning and other circumstances for which the buyer or a third party commissioned by the buyer is responsible. If a notice of defects proves to be unjustified, the customer shall reimburse all expenses incurred as a result of this notice of defect.

The legal warranty periods apply.

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## VII. Retention of Title

We reserve the ownership of the purchased item until receipt of all payments from the business relationship with the buyer.

The buyer is allowed to resell goods under reservation of title in the ordinary course of business. The permission is revocable. The resale may only be made against cash payment or under reservation of title. Assignments, pledges and other dispositions affecting our rights are not permitted to the purchaser. The buyer hereby assigns to us all claims arising from a resale of the goods or for any other legal reason, either now or later, as security. Upon request, he must at any time send a list of the claims transferred to us and notify the debtor of the assignment. However, he is authorized to collect the claims assigned to us as long as he meets his payment obligations as agreed. The amounts collected are to be remitted to us immediately, as long as we have due claims against the buyer. The processing or transformation of the purchased goods by the buyer is always carried out for us. If the purchased goods are processed or inseparably mixed with other items not belonging to us, we acquire co-ownership of the new item in proportion of the value of the goods purchased to the other processed items. Insofar as the value of the above securities exceeds the value of our claims by more than 20%, we will release securities at the buyer's request at our discretion.

In the case of garnishment or other interventions by third parties, the buyer must inform us immediately in writing.

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## VIII. Data Protection

In the initiation, conclusion, settlement and rescission of a purchase contract, we collect, store and process data within the scope of the legal provisions.

The personal data provided to us by the buyer, for example, when placing an order or via e-mail (such as name and contact details), will be processed only for correspondence with the buyer and only for the purpose for which he provided us with the data. We only pass on the data of the buyer to the carrier charged with shipment, insofar as this is necessary for the delivery of the goods. To process payments, we pass on the payment data of the buyer to the bank responsible for the payment. We assure that the personal data of the buyer are otherwise not passed on to third parties, unless we are legally obliged to do so or the buyer has previously expressly consented thereto. Insofar as we make use of the services of third parties for the implementation and handling of data processing, the provisions of the Federal Data Protection Act are observed.

Personal data communicated to us through our websites will only be stored until the purpose is fulfilled for which they were entrusted to us. As far as commercial and tax retention periods are to be considered, the duration of the storage of certain data can be up to 10 years.

Should the buyer no longer agree with the storage of his personal data or have it become incorrect, we will initiate the deletion, correction or blocking of the data within the scope of the legal provisions upon a corresponding instruction. Upon request, the buyer receives free information about all personal data that we have stored about him.

For questions about the collection, processing or use of personal data, for information, correction, blocking or deletion of data, the buyer can turn to us under the following contact opportunities: ISS GmbH, Hasenweide 146, 50226 Frechen; e-mail: [info@issgmbh.org](mailto:info@issgmbh.org).

As far as we are referred to or linked with on third party websites, we assume no guarantee and no liability for the accuracy or completeness of the content and data security of these websites.

## IX. Choice of Law and Place of Jurisdiction

The law of the Federal Republic of Germany applies to the contractual relations between us and the buyer.

The place of jurisdiction for all disputes arising from the contractual relationship between the buyer and us is our place of business, provided that the buyer is a merchant, a legal entity under public law or a separate estate under public law.

## X. Severability Clause

Should any provision of these General Terms and Conditions be ineffective, this shall not affect the validity of the remaining provisions.

Status March 2018