

GENERAL TERMS (GENERAL BUSINESS AND SUPPLY CONDITIONS) - INTENSO INTERNATIONAL GMBH

I. General - Scope

- Our sales conditions apply exclusively and only in businesses-to-business transactions. We do not acknowledge or accept any deviating, contrary or additional conditions of our contract partner, even if we know them, unless we have explicitly and in writing agreed to the application of those conditions. Our sales conditions even apply if we implement a delivery to our contract partner without any reservation despite our knowledge of our contract partner's general terms, as deviating from or contrary to our sales conditions.
- Our Sales Terms apply to all current and to all future sales relations even if they are not again explicitly agreed on. We herewith object to any counter-confirmation with regard to other parties' general purchase conditions.
- All agreements between us and our contract partner are to be set out in writing in this contract.

II. Offer – Conclusion of Contract

- Our offers are without engagement. Technical modifications are reserved to the extent reasonable for the contract partner.
- Product descriptions or product marks are not any guaranteed features of consistency or composition. They are relevant only in an approximative manner unless their use for the purpose contractually provided requires an exact conformance.
- Any order of goods by our contract partner constitutes a binding contract offer. Unless the order states something different, we are entitled to accept that contract offer within four weeks upon its service on us; however, the acceptance can also be made by way of delivering the goods to the contract partner.
- We reserve title and copyright with re-gard to any pictures, drawings, calculations and other documents; third parties must not be granted access to those and they must be used exclusively for the jointly pursued purposes.
- To the extent any intellectual property rights of any third parties are infringed in the context of the preparation of presentations, samples or other information of our contract partner, our contract partner will hold us free and harmless from any claims raised by any third parties.
- Access to any samples is in principle granted only against payment if occurring vis-à-vis businesses.
- To the extent goods the Purchaser acquires from Intenso International are being shipped abroad in the context of such sale and delivery to the Purchaser or in the context of a resale and re-delivery to any third party, the Purchaser remains liable vis a vis Intenso International for the compliance with all legal obligations linked to such resale, (re-)delivery and export (inter alia, as to export control and customs as well as to any registration, licensing, etc. of packaging, electronic items, batteries, etc. as may be required abroad) and the Purchaser must hold Intenso International free and harmless, upon Intenso International's first request, from any pertinent requirements, claims, fines and other sanctions or measures.

III. Remuneration – Payment Terms

- The price offered is binding. The statutory value added tax is not included in our prices. It will be invoiced additionally on the day of invoicing.
- To the extent our order confirmation in particular does not state anything to the contrary, our prices vis-à-vis businesses are deemed "ex works".
- For subsequent exports by our customers, we expressly do not reimburse any levies possibly included under the German Copyright Act (UrhG).
- The contract partner is only entitled to setting off with counterclaims against our claims, if his counterclaims have been finally established, are undisputed or have been acknowledged by us. To the extent we have supplied defective goods, our contract partner is obliged to pay for the non-defective goods supplied unless the partial delivery of only the non-defective goods is unreasonable for him.
- The contract partner only has a right of retention if his counterclaim is based on the same contract. The rights under Section 320 BGB (German Civil Code) remain unaffected.
- To the extent our contract partner is in default of payment, we may, after a written reminder, suspend our compliance with our obligations until all due payments have been received. Section 321 BGB remains unaffected.
- To the extent our contract partner is in default with any payment obligations, all our remaining claims against him become due immediately.

IV. Supply Deadline – Supply Obstacles

- Any dates and deadlines of supply are mandatory only if explicitly confirmed in writing, otherwise they in principle only constitute approximative indications. Supply deadlines start to run at the earliest upon the conclusion of a contract but not before all technical and commercial issues have been clarified; they require that all contractual obligations are being complied with by our contract partner. The agreed time of delivery is deemed met if the goods have left our facility or our readiness to deliver has been notified prior to the expiry of the deadline.
- If we cannot meet mandatory supply deadlines for reasons beyond our liability (non-availability of performance), we will without delay inform our contract partner accordingly and likewise communicate the approximative new delivery deadline. If the performance is unavailable within the new delivery deadline as well, we are entitled to rescind the contract entirely or partially; we will without delay reimburse to our contract partner any consideration already made. In particular, any lack of timely supply by our suppliers is deemed to be a non-availability of our performance if we have entered into a congruent hedging and are not responsible for the non-timely supply or the supply of defective goods to us.
- Any supply deadlines will be extended, including if we are in default already, appropriately in the case of measures in the context of labour disputes, in particular strikes and lockouts as well as the occurrence of unforeseeable obstacles beyond our will, to the extent such obstacles have demonstrably a significant impact on our contractual compliance towards our contract partner. This also applies if such circumstances arise at our suppliers. Unless these circumstances are obvious, we will inform our contract partner thereof as soon as possible. If the obstacle will take longer than three months, the contract partner is entitled, subject to the setting of a reasonable second deadline for supply, to rescind the contract with regard to the part not yet complied with. If the supply time is extended or if our contract partner becomes free of his obligation, he may not derive therefrom any damage claims.
- Unless differently agreed (e.g. if the business is to be settled on a fixed date), any default in delivery will only occur if our contract partner has set in writing a reasonable second deadline for the supply which deadline must at least be two weeks. The running of the deadline will start with the receipt, by us, of the second deadline.
- To the extent our contract partner will set in writing an appropriate second deadline and we had already been in default (cf. above at 3.), our contract partner is entitled to rescind the contract if the second deadline has lapsed without success and he may not assert any damage claims for default. The contract partner will have damage claims rather than performance claims solely if the default is based on intention or gross negligence. Any liability for damages is limited to damages arising in the typical course of events. The aforementioned limit of liability does not apply if a fixed time deal had been agreed.
- If we owe a supply at all to a business, such call must be made within at most six months after order confirmation unless something different has been agreed in writing. We are entitled to deliver the goods to our contract partner even without a call if the aforementioned time call, as eventually amended, has lapsed, and we may then assert our claims. Our contract partner is then obliged to accept and pay for the goods delivered. Upon a call of delivery we will deliver, unless something different has been agreed, within 14 working days.
- We are entitled to partial deliveries if those are of use for the contract partner within the frame of the contractual description of purpose, and the delivery of the remaining goods ordered is ensured, and no significant additional requirements or costs arise thereby against our contract partner.

V. Retention of Title

- Until all our current and future claims arising under the contract and our ongoing business relationship (insured claims) have been completely paid, we reserve the title in the goods sold. The same applies with regard to any balance claims of current account.
- Our contract partner is entitled to sell goods we reserved the title in (reserved goods) within the ordinary course of business and/or to process such goods. In this case, also the subsequent provisions will apply.

- The retention of title extends, at the full value and with us being deemed the manufacturer, to any products coming into existence by processing or mixing our goods. If in the case of a processing or mixing of our goods with goods of third parties the retention of title of such third party remains, we will acquire co-ownership of such goods in the ratio of the invoice values of the processed or mixed goods. Otherwise, the same will apply to the emerging product as applies to goods supplied under retention of title.
 - If reserved goods are being sold without processing or after processing or mixing with items which are the exclusive property of the contract partner, the contract partner already herewith cedes to us all claims, as arising in the course of the reselling, in their full amount. If goods subject to retention of title are sold by the contract partner, after a processing or mixing, together with goods we have no title in, our contract partner already herewith cedes to us any and all claims arising of the resale in the amount of value of the reserved goods with all ancillary rights and a ranking prior to the rest. We herewith already accept the cession. Our contract partner remains entitled to collect these claims even after the cession. Our right to collect these claims ourselves remains unaffected thereof; however, we commit to not collect the claims as long as the contract partner is orderly complying with his payment and other obligations. We may request that the contract partner discloses to us all claims ceded and their respective debtors, provides all information necessary for collection, hands over all pertinent documents and informs the respective debtors of the cession.
- If in the context of the payment of the purchase price the contract partner issues a bill of exchange, the retention of title as well as any underlying claim due to the supply of goods will not expire prior to the bill of exchange being redeemed by the contract partner as drawee.
 - To the extent that the value of existing collaterals exceeds the claims to be secured by more than 20 %, we will upon our contract partner's request release collaterals at our choice.
 - We are entitled to request at all times the release of any items we own and we are in particular entitled to assert any right of separation or cession of the claim for consideration in the insolvency proceedings, if the compliance with our claims by our contract partner is at risk, in particular, if insolvency proceedings have been opened with regard to his assets or if his financial situation has significantly deteriorated. Any assertion of retention of title or pledging of goods delivered by us will not be deemed a rescission of the contract.
 - If any goods under retention of title are being seized by a third party or in the case of any other intervention of a third party, our contract partner must disclose our ownership and inform us without delay in order to enable us to enforce our ownership rights. He has to do everything necessary, in close co-ordination with us, to divert any risk. If necessary in order to protect the reserved goods, our contract partner must cede, upon our request, all relevant claims to us. If the third party is not in a position to reimburse to us any costs or damages arising in this context in or out of court, our contract partner will be liable to us insofar.

VI. Passing of Risk

- Unless something different has been provided for, in particular in our order confirmation, a delivery ex works is deemed agreed.
- The risk of accidental perish and accidental deterioration of goods will be passed on to the contract partner upon the handing over, in the case of a sale by delivery to a place other than the place of performance with the delivery of the goods to the freight forwarder, the forwarding agent or any other individual, legal person or institution designated to perform such delivery.
- It is equivalent to a handing over if the contract partner is in default of acceptance.

VII. Liability of Intermediary Vendor

- We are not liable for any defects of goods supplied which we source from a third party and re-supply unchanged to the contract partner; any liability for intention or gross negligence remains unaffected.

VIII. Rights of Contract Partners in the Case of Defects

- To the extent our goods are defective, we will at first, at our choice, provide cure by way of rectification of defects or supply of replacements. Our right to reject the cure, if so permitted under applicable statutory requirements, remains unaffected thereof. If the cure is rejected by us, has failed, has been unsuccessful within the reasonable deadline to be set by our contract partner or is unnecessary under applicable statutory provisions, the contract partner may rescind the contract or reduce the purchase price or request damages under the requirements set out in Clause X. below. However, in the case of an unsubstantial defect, there is no rescission right nor claim for damages in lieu of performance.
- To the extent our contract partner requests damages after a cure has failed, the goods will remain at our contract partner if that is reasonable for him. The damage claim of our contract partner is then limited to the difference between contract price and the value of the defective goods. This does not apply, however, if the infringement of contract has been caused by us fraudulently.
- The provisions of Sections 377 ff. HGB (German Commercial Code) must be observed. In particular, all obvious defects have to be indicated to us without delay after receipt of the goods; otherwise, the assertion of any rights by a business is excluded in the case of defects. The contract partner bears the full burden of evidence for all requirements of his claim, in particular for the alleged defect itself, for the moment in time he ascertained the defect, as well as for the timeliness of his notification of defects.
- With regard to sales of used items, all rights for or related to defects are excluded.
- The prescription period for claims due to defects and legal defects is one year as of the delivery of the pertinent goods.
- If we supply after a first sample had been examined already, any notification of defect – except in case of fraud – is excluded if, at the time the sample was examined, the defect was recognised or remained unnoticed due to gross negligence.

IX. Other Liability and Limitations of Liability

- Our liability for damages, whatever the legal ground, is limited pursuant to this Clause IX., to the extent the liability depends on a fault.
- In the case of simple negligence of our company organs, legal representatives, employees or other assistants, we are not liable for damages, unless essential contractual duties have been infringed (i.e. obligations the compliance of which renders the orderly implementation of the contract possible in the first place and on the compliance of which the contract partner regularly trusts in and may trust in). In that case, however, our liability is limited to the foreseeable, typically arising damage. Indirect and consequential damages, which are the consequence of defects of the goods, can only be reimbursed for provided those damages are typically to be expected if the goods are used in line with their purpose. In the case of a sale of used goods, all claims for damages are excluded.
- Any damage claim of our contract partner for defects becomes time-barred one year after delivery of the goods.
- The above exclusions and limitations to our liability apply in the same scope for the benefit of our company organs, legal representatives, employees and other assistants.
- Any exclusions and limitations of liability, as set out in this Clause IX., do not apply to any liability of ours for intentional or grossly negligent infringements of obligations, for any guaranteed features, for infringements of life, body, health or pursuant to the German Product Liability Act (Produkthaftungsgesetz).

X. Final Provisions

- The laws of the Federal Republic of Germany apply. The provisions of the UN Sales Convention (CISG – Vienna Convention of 1980) do not apply.
- The exclusive venue for all disputes is at our business seat.
- We would like to point out that personal data may be stored and processed in the course of contract execution. The processing is carried out in accordance with the applicable data protection regulations (GDPR, BDSG).
- In case of any divergence between the German and English versions of these general terms, only the German version has priority and is legally binding.