

## **General Terms and Conditions of GLP German Light Products GmbH**

### **§ 1 Scope**

1. The following general terms and conditions (hereinafter referred to as "conditions") apply to the sale, delivery, and rental of the service objects of GLP German Light Products GmbH (hereinafter referred to as "GLP") as well as all contractual relationships between contractors according to § 14 of the German Civil Code (BGB), legal entities under public law, or special funds under public law (hereinafter referred to as "customers") and GLP.

2. The following conditions apply exclusively. GLP hereby explicitly rejects any customer conditions which contradict or deviate from these conditions unless GLP explicitly agreed to their validity in writing. The following conditions also apply even if GLP performs a service for the customer without reservation in full knowledge of customer conditions which contradict or deviate from its own.

3. The acceptance of deliveries or partial deliveries shall apply in any case as acknowledgement of the conditions if the merchandiser does not object to the acknowledgement within 1 (one) week of accepting the deliveries or if they are already aware of the conditions when placing an order.

4. GLP conditions also apply to all future business between GLP and the customer without the need to explicitly repeat reference thereto. Should changes be made to the conditions, then these will apply from the time at which they were provided to the customer or when the customer was able to become informed unless they object in writing.

### **§ 2 Conclusion of contract**

1. The offerings from GLP found in the catalogues, on the website, or similar are non-binding. Orders from the customer are binding. The contract comes into force when the customer places an order and GLP confirms the order.

2. Information included for offerings in catalogues and similar documents such as images, illustrations, descriptions, dimensions, weight information, performance details, consumption figures, information regarding the usage of devices for new technologies, and descriptions regarding the service object are not guarantees or assured characteristics unless they are explicitly designated as such in writing by GLP. Minor deviations from the description of the offering are deemed acceptable and do not affect the fulfilment of the contract as long as the deviation is not intolerable for the customer. This particularly applies in the case of changes and improvements made in the interest of technical advancement. Without written confirmation, advertisements or similar public statements do not constitute an obligation for GLP.

3. GLP reserves the right to perform partial deliveries and partial services as long as these are acceptable to the customer.

### **§ 3 Prices and payments**

1. Provided they have not been agreed separately on an individual basis, prices are calculated based on the currently valid GLP price list (which becomes a component of the contract) at the time of the contract completion (printing faults and errors excepted). The prices are quoted as net amounts from the GLP distribution centre plus the applicable sales tax excluding packaging and assembly. Freight, postage, customs, and any other additional costs are levied separately.

2. Delivery takes place at GLP's discretion. GLP carries out deliveries using conventional packaging. The provision of special packaging (e.g. seaworthy packaging) or freight paid and/or free delivery only takes place following written agreement.

3. Deliveries are only carried out with advance payment unless another payment method has been agreed in writing. The desired type of payment can be indicated by the customer on the order form and must be confirmed by GLP through the order confirmation. Should there be a delay in payment owing to the agreement of a deviating payment method, then GLP is entitled to request an interest for delay without warning of up to 9% (nine percent) over the base rate according to § 247 of the German Civil Code (BGB). If GLP can provide evidence for a higher level of damage caused by delay, it is entitled to assert a claim.

4. If the customer defaults on a due payment, or should facts come to light which indicate a considerable worsening of the customer's financial situation or results in insolvency, or should the customer be unwilling to pay for reasons other than legal grounds, then, according to § 3 paragraph 3, GLP is entitled to request the immediate payment of all open invoices and to call for advance payment for all receivable deliveries or, subject to any other rights GLP is otherwise entitled to, withdraw from the contract by setting a reasonable time limit for payment. The customer can prevent the enforcement of these rights by providing a guarantee which is acceptable to GLP. GLP is still entitled to the aforementioned rights even if the customer begins the insolvency proceedings or an application for opening such proceedings is declined by the court on the grounds of insufficient funds, or if the customer's company is closed or liquidated, or if foreclosure measures of more than minor scope are levied against part of the customer's assets.

5. The customer is not entitled to a right of retention. Customer offsets with counterclaims, including reductions due to enforced complaints, are only permissible in the event of legally established or

indisputable customer counterclaims. Open credit notes do not entitle the customer to withhold payments, unless the credit note is payable. GLP is entitled to offset payments made by the customer first against older debts, then against incurred costs and interest, and finally against the principal claim.

6. If, at the request of the customer, service or delivery is delayed by more than 1 (one) month after notification of readiness for shipment, or if deliveries are not accepted by the customer, or orders are not retrieved within agreed deadlines, GLP has the right to withdraw from the contract after setting a deadline. In this case, GLP can charge the customer storage fees on a monthly basis at a rate of 0.5% (zero point five percent) of the price of the goods in the delivery, however not exceeding 5% (five percent). The contracting parties have the right to provide evidence of higher or lower storage costs.

7. The customer shall not assign claims against GLP.

8. As of 1 July 2011, invoices can be sent without a signature and thus electronically according to the German Tax Simplification Directive. GLP reserves the right to invoice services via conventional post or electronically via email without a signature.

#### **§ 4 Delivery period, performance of services**

1. Delivery dates and times stated by GLP are non-binding, provided they were not agreed upon as binding. Adherence to delivery dates and times for deliveries requires the timely receipt of all documents to be sent by the customer, any necessary permits and approvals, particularly schedules, as well as the adherence to agreed payment terms and other customer obligations. Should these prerequisites not be fulfilled in time, then the delivery dates and times will be extended; this does not apply if the delay is attributable to GLP. Delivery dates and times shall be deemed as adhered to by GLP if the service object has left the GLP distribution centre before the deadline has expired or if readiness for delivery has been indicated to the customer.

2. GLP shall only be deemed behind schedule if an overdue notice is provided. Should the customer wish to withdraw from the contract and/or request damages instead of the service due to non-adherence to binding delivery dates and times, then they must first have provided GLP with a reasonable time limit or – if providing a time limit does not come into question due to the type of breach of duty – with a warning whereby the consequences of the unsuccessful expiry of the deadline have been indicated. All reminders and deadlines or warnings from the customer must be provided in writing in order to be effective. Upon request from GLP, the customer must indicate within a reasonable time period whether they wish to withdraw from the contract due to the delivery delay or if they insist on delivery being completed. The right of the customer to rescind the contract shall be excluded if the delivery delay or the inability to deliver is not attributable to GLP. The customer's claims for damages due to delivery delay and claims for damages in place of service are excluded in any case of delivery delay or failure to deliver even after a delivery deadline set by GLP has expired. This does not apply wherever liability is mandatory in cases of wilful intent, gross negligence, or injury to life, body, or health. This does not mean an alteration of the burden of proof to the disadvantage of the customer.

3. If a case of force majeure occurs, GLP is not responsible for the resulting delay in delivery times and dates or failure to provide services. Force majeure includes, in particular, non-culpable operational interruptions caused by severe weather, lightning, fire, water, snow, and ice as well as similar circumstances, breakdown of production facilities, machines, and communication networks and computers, computer system failure, cable fire, strike and lockout, governmental intervention, war, war-like conditions and civil war, lack of manpower, materials, energy, raw materials, transport opportunities, machine damage, non-culpable accidents during work etc., regardless of whether these circumstances occur at GLP or at a GLP supplier or subcontractor.

4. GLP is entitled to the employment of independent subcontractors for the performance of services and other service fulfilments. However, GLP remains solely obligated to the customer. GLP shall decide at its own discretion which employees shall be replaced or involved in the performance of services and other contract fulfilments.

#### **§ 5 Transfer of risk / dispatch**

1. The risk is also transferred to the customer in the case of freight paid delivery if the service object has been brought to or picked up for shipment. Should the customer request it and pay for it, GLP will insure deliveries against standard transport risks.

2. If the shipment, delivery, acceptance at the customer site, or the trial operation is delayed for reasons attributable to the customer, or the customer delays acceptance for other reasons, then the risk is transferred to the customer.

3. The customer is obliged to accept the goods ready for dispatch. The customer shall not delay acceptance of a delivery on account of negligible defects.

4. In the event of damage or loss of the service object during transport, the customer must immediately arrange for the carrier to take stock of the facts. GLP must be made aware of this in writing within 7 (seven) days.

5. Claims made due to incorrect or incomplete delivery are excluded if they are not made specifically in writing within 7 (seven) days after the service object has arrived at the destination.

#### **§ 6 Rental conditions**

1. GLP provides goods by way of loan for a limited time period. The return deadline is binding. Should an extension or a purchase of the good be desired, this must be arranged with GLP. If the agreed return deadline is not adhered to, then a late payment fine amounting to 2% of the hire value will be charged per calendar day.

2. The transfer takes place at the customer's risk. Upon conclusion of the contract, the customer pays a deposit equal to three times the value of the rental plus VAT in the applicable statutory amount, but at least EUR 2,000.00. Should the goods be damaged, incomplete, not function correctly etc., then GLP must be informed of this verbally or in writing immediately.

3. The customer shall only use the loaned service object for the purpose specified in the loan agreement and at the agreed location. The customer is not entitled to entrust the service object to third parties.

4. Transfer to third parties is only permitted if an explicit agreement has been arranged with GLP in text form.

5. If the loaned objects are transferred, then they must be checked for completeness and defects by the customer. Should a defect or incompleteness be discovered, this must be immediately indicated to GLP. Should the customer fail to carry out a report or inspection, the condition of the loaned objects shall be deemed free of defects unless the defect was not detectable during the inspection.

If such a defect should arise later, then the notification must be provided immediately after discovery. Otherwise, the condition of the transferred loan objects shall be deemed as free of defects even considering this defect. Should the customer fail to provide a notification, then it will not be entitled – irrespective of other claims of GLP – to assert or cancel warranty claims or to demand compensation for non-performance or claims for unjust enrichment.

Furthermore, warranty claims from the customer, particularly damage claims related to rent law, regardless of culpability based on non-performance and defects occurring during the term of the loan to the customer, are excluded.

6. The loaned objects shall only be installed, operated, and removed by qualified persons in line with the technical regulations.

7. Upon conclusion of the contract, the customer must provide evidence of event, electronics, or liability insurance.

8. During the usage period, the customer is liable for any damage caused by improper use or culpable violation of its duty to treat the products with care. The customer is also liable for damage caused by its employees or other third parties.

9. GLP is entitled to check the condition of the devices at any time by means of a visual inspection. The customer is obliged to provide information about the whereabouts and condition of the devices as well as fulfilment of the duty of care whenever requested.

10. The goods must be returned in a clean, dry, and orderly condition.

11. In the event of loss, the customer will be charged for a device of equal value. Should there be any damage, all costs related to the repair (material, wages, missing accessories etc.) will be calculated at cost and charged accordingly. In the event of damage or loss, the deposit will be retained until the repayment has been arranged.

12. GLP may terminate the loan contract without notice if the customer uses the service objects in breach of contract, particularly if these are used improperly, are transferred to third parties without the consent of GLP, or if they are placed at risk by neglecting the duty of care.

13. Should the customer fail to indicate an intention to cancel a loan to GLP at least two weeks before the bindingly booked date for the loan – regardless of circumstances – a lump sum cancellation fee in the amount of 15% of the rental value shall be paid. The customer is free to provide evidence that the damages were of lesser value.

#### **§ 7 Delivery outside of Germany**

GLP's contract partner in the respective country undertakes to only trade the goods in their country as long as the respective technical and legal requirements for trade of the country are fulfilled. The cost of implementation shall be borne by the respective contract partner. Fulfilment of the valid legal and technical requirements in Germany are mandatory aspects of the service object characteristics. GLP assumes no responsibility for ensuring that the service object fulfils the legal and technical requirements in the respective country.

### **§ 8 Duty to inspect, monitor, and give notice of defects**

1. The customer shall carefully inspect the service object or have it be carefully inspected immediately after receipt. Should the service object have a defect, the customer shall notify GLP immediately – at the latest within 5 (five) days – in writing, including a precise description of the deviations from the agreed service object (complaint). The receipt of the service object in this case refers to each instance in which an individual service object has arrived in the customer's area of control, particularly when the customer has received the service object from GLP and/or GLP has given access to the customer in such a way that the customer is able to inspect the condition of the service object.
2. Following careful inspection, any recognisable defects of the service object shall be deemed as acceptable to the trader if a complaint has not been provided immediately – within 5 (five) days at the latest – after receipt of the service object from GLP according to § 8 paragraph 1 line 2, and inspection according to § 8 paragraph 1 line 1, in writing, including an accurate description of the deviation(s) of the stipulated service object (delayed complaint).
3. Should a defect be discovered later on the service object which was not initially recognisable following careful inspection according to § 8 paragraph 1 line 1, then GLP must be notified immediately – within 5 (five) days at the latest) – in writing, including an accurate description of the deviation(s) from the stipulated service object (complaint). Should defects be discovered later on the service object delivered by GLP (§ 8 paragraph 1 line 2), then these shall be deemed as acceptable to the customer if the customer does not send a written complaint immediately after making the discovery – within 5 (five) days at the latest) – including an accurate description of the deviation(s) from the stipulated service object (complaint).

### **§ 9 Warranty**

1. GLP warrants for defects of the service object at its discretion via repair/rectification in the form of a defect removal or new production/new performance of a defect-free service object. Should the repair/rectification fail at least twice, then the customer is entitled at its own discretion to request a reduction of the remuneration (deduction) or a revocation of the agreement (withdrawal). The customer shall also have the right to choose between a deduction or a withdrawal from the contract should GLP refuse to carry out the repair/rectification as a result of it only being possible at disproportionate cost. However, the customer is only entitled to a withdrawal from the contract if the defect is significant and the service provided by GLP is of no interest without a repair/rectification. Before withdrawing from the contract, the customer must have provided GLP with an unmet reasonable deadline for the repair/rectification or new production/new performance in writing; § 4 paragraph 2 lines 2 and 3 apply accordingly.
2. Claims for material defects shall not apply in the case of minor deviation from the contractual quality of the service object (§ 2 paragraph 2) or in the case of minor impairment of its usefulness.
3. Warranty claims from the customer (reduction, withdrawal, damages) come under the statute of limitations in 12 (twelve) months. The warranty period begins at the point of acceptance/transfer of risk. This does not apply if § 438 paragraph 1 no. 2, 479 paragraph 1 and 634 a paragraph 1 no. 2 of the German Civil Code (BGB) stipulate longer time periods, as well as in the event of injury to life, body, or health, or breach of duty by gross negligence by GLP, or the fraudulent concealment of a defect.

### **§ 10 Limitation of liability to entrepreneurs**

1. GLP is liable for damages, regardless of the legal reason and in particular for claims of the customer for damages in lieu of performance, or for the reimbursement of wasted expenses, only insofar as the damage caused by culpable violation of essential contractual obligations such as delivery is attributable to GLP in a manner that jeopardises the achievement of the purpose of the contract or is due to the negligence or wilful intent of GLP, its legal representatives, or its leading vicarious agents. GLP is liable for damages, regardless of the legal reason and in particular for claims of the customer for damages in lieu of performance, or for the reimbursement of wasted expenses, only insofar as the damage caused by culpable violation of essential contractual obligations (“cardinal obligations”) such as delivery is attributable to GLP in a manner that jeopardises the achievement of the purpose of the contract or is due to the negligence or wilful intent of GLP. A cardinal obligation is an obligation the fulfilment of which enables the proper execution of the contract in the first place and the observance of which the contracting party regularly relies on and is entitled to expect.
2. The limitation of liability of § 10 paragraph 1 does not apply to damages resulting from injury to life, body, or health, claims by the customer under the Product Liability Act, or otherwise binding liability regulations.
3. If GLP is liable for the breach of essential contractual obligations, GLP shall limit the amount of compensation for financial losses to the contractually typical, foreseeable damage which generally does not exceed the order price. Liability for damages caused by GLP through slight negligence is limited to

damages to the service object or direct damages and does not cover compensation for indirect damages or consequential damages.

4. This does not mean an alteration of the burden of proof.

5. The customer's claim for damages for breach of contractual obligation becomes statute-barred in 12 (twelve) months from the beginning of the statutory limitation period.

#### **§ 11 Reservation of proprietary rights**

1. The objects of the service provision (reserved goods) remain the property of GLP until complete fulfilment of all liabilities of the customer resulting from the business relationship with GLP.

2. The customer, as a trader, is entitled until further notice to sell the service objects subject to the reservation of proprietary rights in the ordinary course of business as long as they are not in default of the GLP. In the case of the sale of goods subject to the reservation of proprietary rights, the customer hereby assigns to GLP the claims against their clients including any ancillary rights due to the customer from the sale. The customer is revocably authorised to collect the assigned claims but may not otherwise dispose of them. The customer undertakes not to arrange a non-assignment clause with their clients insofar as the security interests of GLP are affected. If a client of the customer insists on a non-assignment clause, the customer must notify GLP thereof immediately. During the reservation of rights, the customer is particularly prohibited from pledging the retained goods or using them as security.

3. If the trader defaults on GLP or if there is a significant deterioration in the customer's financial circumstances, GLP is entitled, in addition to the measures pursuant to § 3 paragraphs 3 and 4, to take possession of the reserved goods and otherwise sell them privately, as well as the assignment to the third party debtors and collect the claims themselves. The customer undertakes to allow GLP access to their premises and possession.

4. The customer is obliged to provide GLP with information about the stock of reserved goods and assigned claims upon request. In the case of access by third parties or other encroachments or disposals of third parties on the reserved goods or the assigned claims (e.g. seizure, confiscation), the customer must inform GLP immediately and support GLP in the assertion of its rights, in particular by taking the necessary remedies in law to uphold GLP's rights.

5. The trader is obliged to insure the reserved goods in accordance with the principles of a prudent businessman and hereby assigns any insurance claims or other compensation claims to GLP for the loss or deterioration of the reserved goods.

#### **§ 12 Disposal of old devices**

1. In accordance with the German electrical and electronic equipment act (shortened to "ElektroG"), and upon request by the customer, GLP will take back for disposal all electrical equipment which is relevant to ElektroG, which was delivered by GLP after 13 August 2005, and which is marked with the corresponding crossed-out dustbin – free of charge.

2. This returns offer only applies to complete, still-assembled devices relevant to ElektroG and only if they are free from contaminations which could pose a risk to the health and safety of humans.

3. All costs incurred for the proper disposal will be borne by GLP, and the costs of transport to GLP will be borne by the customer which returns the service object.

4. If the last owner of a device which is relevant to ElektroG fails to send it back to GLP for disposal, they are obliged to properly dispose of it at their own expense. Disposal with regular domestic waste or at municipal collecting points is not permitted.

#### **§ 13 Copyrights, neighbouring rights, and industrial property rights, flat-rate compensation**

1. When it comes to service objects, records, proposals, documentation, all offer documents (cost estimates, illustrations, drawings, texts, data/data sets, software, calculations etc.), and all other objects, documents, and information provided in the context of contract initiation and execution, GLP particularly reserves ownership, copyright, performance, and industrial property rights (hereinafter "property rights"). They may only be used and/or exploited by the customer in the contractually agreed framework. If no contract materialises between GLP and the customer or if a contract is concluded, they must be returned or deleted and may not be used and/or exploited.

2. If a third party raises justified claims against the customer due to the infringement of a property right by a stipulated service object provided by GLP, GLP is liable to the customer as follows:

a) At its discretion and expense, GLP will either obtain a right of use for the service object concerned, change the service object in such a way that no third-party property rights are infringed, or exchange the service object. If GLP is unable to do this under reasonable conditions, it must take back the service object for reimbursement of the price.

b) The aforementioned obligations of GLP shall only apply if the customer informs GLP immediately in writing of the claims asserted by third parties, does not acknowledge an infringement, and all defensive measures and settlement negotiations are reserved for GLP. If the customer discontinues use of the service object for reasons of mitigation or other important reasons, they must notify the third party that the cessation of use does not constitute an acknowledgment of an infringement of property rights.

Insofar as the customer is responsible for the infringement of property rights, their claims against GLP are excluded. Claims of the customer against GLP are furthermore excluded, insofar as the infringement of property rights is caused by special requirements of the customer, by an application not foreseeable by GLP, or by the fact that the service object has been modified, supplemented, or adapted by the customer either fully or partially or in conjunction with a service object not supplied by GLP without express, written authorisation from GLP. In the case of infringements of property rights, the claims of the customer regulated in § 13 paragraph 2a shall apply; however, § 10 remains as unaffected as the right of the customer to withdraw from the contract. Further claims against GLP are excluded. Upon conclusion of the contract between GLP and the customer, no claims of third parties due to the infringement of property rights by contractually provided services from GLP are known. GLP and the customer will immediately inform themselves of the risks of infringement and alleged cases of infringement before they become known, as well as giving themselves the opportunity to mutually counteract such claims.

#### **§ 14 References, public relations**

GLP is also entitled to use the services provided to the customer for demonstration purposes and for the purpose of advertising, self-promotion, information, and accompanying materials in all TV media, new media, in particular its own website/homepage, and in print media, in particular to publish or for reference, unless the customer can prove a legitimate conflict of interest in writing.

#### **§ 15 Final provisions**

1. GLP and the customer agree to pursue a consensual search for a solution in pursuit of their respective rights; they will take into account each other's particular situation.
2. All additions, supplements, and changes to any provision of the agreement, including these terms and conditions and all waivers, must be in writing in order to be effective. Individual agreements take precedence.
3. The place of fulfilment is the head office of GLP.
4. The law of the Federal Republic of Germany applies exclusively, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (UN Sales Convention / CISG). For contracts with traders and/or companies, all disputes arising directly or indirectly from the contractual relationship shall be settled at the place of jurisdiction of Karlsruhe, provided that GLP is entitled to take legal action at the customer headquarters or at one of its branches.
5. Should one or more provisions of the above terms and conditions be ineffective, this shall not affect the validity of the remaining terms and conditions. The ineffective provision shall be replaced by the one which, in terms of its purpose and structure, comes closest to the commercial purpose of the invalid provision and which takes due account of the interests of both parties.

As of November 2017

#### **Data protection declaration**

1. All personal data provided by the customer (title, name, address, date of birth, email address, telephone number, fax number, bank details, credit card number) will be used by GLP exclusively in accordance with the provisions of German data protection law.
2. The personal data of the customer, insofar as these are necessary for the establishment, execution, and conclusion of the contractual relationship, are used exclusively for the fulfilment of the contracts between the customer and GLP, for example for the delivery of goods to the address specified by the customer. Any further use of the customer's personal data for the purposes of advertising, market research, or the needs-based design of our offers requires the express consent of the customer. The customer has the opportunity to give this consent before ordering. This declaration of consent is entirely voluntary and can be revoked by the customer at any time.
3. GLP collects usage data from the website under the URL <https://www.glp.de/de/> – i.e. data that may include customer identification features, start, end and scope of use, as well as information about the telemedia used by the customer – for purposes of advertising, market research, or to tailor GLP's telemedia for creating usage profiles using pseudonyms. The customer is entitled and has the opportunity to object to this use of its usage data. Under no circumstances will user profiles be combined with the corresponding data.
4. For further information on the use of the data or the customer's express consent to the use of its inventory data, the customer can contact GLP support via the email address [info@glp.de](mailto:info@glp.de) or via telephone at +49 (0)72 48 / 92719 – 0.