



I. Scope

1. These general terms and conditions (GTCs) are valid exclusively for business relationships with our Customers who are entrepreneurs as defined in Section 14 of German Civil Code (BGB). An entrepreneur as defined in Section 14 (1) German Civil Code is any natural or legal person or a legal partnership who/that, on conclusion of a legal transaction, does so in their commercial or professional capacity.
2. These terms and conditions apply in particular to contracts for the sale and/or delivery of movable goods (hereinafter referred to as: "goods"), regardless of whether we manufacture the goods ourselves or purchase them from our suppliers (Sections 434, 651 German Civil Code). The GTCs shall apply as a framework agreement also for business relationships with the same Customer without us having to refer to them in every individual case.
3. These terms and conditions apply exclusively. Any differing, conflicting or additional GTCs of the Customer shall only become a part of any contract to the extent to which we expressly agree to them. This requirement of consent shall apply in every eventuality, for example also if we agree without reservation to make a delivery in full knowledge of the GTCs.
4. Any individual agreements reached with the Customer (including ancillary agreements, supplements and amendments) shall in all cases have precedence over these GTCs. A written contract or our written confirmation shall indicate the content of such agreements.

II. Offers and conclusion of contract

1. Our offers are not binding. Documents belonging to the offer, such as illustrations, drawings, weights and measurements, are also without obligation and non-binding, unless they are expressly designated as binding. The changes are inappropriate and no longer acceptable to the Customer to the extent that they exceed the normal commercial scope.
2. A contract is concluded with our written confirmation of order, unless some other provision is agreed.

III. Price and payment conditions

1. Unless the order confirmation provides otherwise, our prices are ex works excluding packaging, transport costs and with the addition of the legal value added tax.
2. The price listed in the order is binding. If the price is not stated in the confirmation of order and was also not otherwise agreed, the valid prices of the vendor at the time of the order will apply.
3. The costs for all additional and ancillary services of the Vendor (such as assembly, installation) and all additional costs (such as proper packaging, transport costs including any transport and liability insurance) as well as any travel and accommodation costs incurred will be billed separately and individually agreed between the Contracting Parties.
4. The agreed price will be due for payment within 7 calendar days after the complete delivery and rendering of the service (including any agreed deduction) and receipt of a proper invoice. In the case of bank transfers, the payment is made in time if our transfer order is received by our bank before the payment deadline; we are not responsible for delays by the banks involved in the payment process.
5. For the sale of consumer goods, statutory provisions apply. We reserve the right to substantiate and assert a higher claim for default.
6. The Customer shall be entitled to a set-off or retention right only if his counter-claim is undisputed or recognized as valid by a court of law. A retention right must also be based on the same contractual relationship.

IV. Deliveries and delivery times

1. The delivery time is based on the agreements between the contract parties. Our adherence thereto is subject to the proviso that all commercial and technical issues between the contracting parties have been clarified and the Customer has fulfilled all obligations to which he is subject, such as, for example, the provision of the necessary official certifications and/or approvals and/or the making of a downpayment. Should this not be the case, period of delivery will be extended correspondingly. This is not applicable as long as Daimler has to bear the delay of project.
2. Compliance with the delivery period is subject to correct and timely delivery of materials to us from our suppliers. We will inform Customers as soon as possible about any delays that appear likely.
3. The delivery deadline is deemed met when the delivery item has left the factory by its expiry or notification of its readiness for dispatch has been given. If an acceptance inspection is to be made, the date of such acceptance inspection or, alternatively, the notification of readiness for the acceptance inspection, shall be decisive, except in the case of justified refusal of said acceptance inspection.
4. If the dispatch or the acceptance of the delivery item is delayed for reasons attributable to the Customer, the Customer shall then be charged for the costs incurred as result of said delay, commencing 14 days after the notification of readiness for dispatch or acceptance.
5. Should the noncompliance with the delivery period be due to force majeure, labour disputes or other events which are beyond our control, the delivery period will be extended correspondingly. We will notify the Customer of the beginning and end of such circumstances as promptly as possible.
6. The Customer can withdraw from the contract without setting a deadline if the entire performance is definitely impossible before the transfer of risk. The customer can also withdraw from the contract if the dispatch of a part of the delivery is impossible and the Customer has a justified interest in rejecting the partial delivery. If this is not case, the Customer must pay the contract price incurred for the partial delivery. The same will apply if we are unable to deliver. Section VIII applies in

addition. 2. If the impossibility or the inability to deliver occurs during the default in acceptance or if the Customer is alone responsible or very predominantly responsible for these circumstances, he remains obligated to counter-performance.

7. If we are in delay in performance and the Customer suffers a loss as a result, he is entitled to claim compensation for delay. The amount of this compensation is determined according to the individual agreement reached between the contracting parties. Should the Customer set us - taking into account the statutory exceptions - a reasonable deadline for performance after the due date and the deadline is not met, the Customer is entitled by law to withdraw from the respective delivery schedule. He undertakes at our request to declare within a reasonable period whether he intends to make use of his right to withdraw. Any further claims from delay in delivery will be determined exclusively in accordance with Section VIII. (2) of these terms and conditions.

V. Transfer of risk

1. The risk passes to the Customer when the delivery item leaves the factory, even if partial deliveries are if we have taken on other services, such as delivery and installation.
2. If shipment is delayed due to circumstances that are not attributable to us, the risk is borne by the Customer from the day the order is ready for dispatch. We undertake to contract the insurance coverage required by the Customer, at the request and expense of the Customer.
3. Partial deliveries are permissible provided these are reasonable for the Customer.

VI. Retention of Title

1. We reserve title to the delivery item until receipt of all payments from the delivery contract - also for any additionally owed ancillary services. The Customer may neither sell nor pledge the delivery item, nor assign it as security. In the case of pledges or other seizures by third parties, the Customer must report this to us without delay.
2. We are entitled to insure the delivery item at the Customer's expense against theft, breakage, fire, water and other damage, unless the Customer has proven completion of his own insurance.
3. In the case of breach of duty by the Customer, in particular in the case of delay in payment we are entitled, after unsuccessful elapse of a reasonable period of grace allowed to the Customer for performance, to take back the reserved goods and to withdraw from the contract; the legal provisions on the waiver of a period of grace remain unaffected. The Customer is obliged to hand-over. We do not withdraw from the contract through the taking back or the seizure of the reserved goods, unless we explicitly declare that we are withdrawing.

VII. Warranty / Defects

1. We are liable for defects in title and in quality in accordance with the applicable statutory provisions, particularly Sections 434 and 634 et seq German Civil Code. The warranty period is 12 months, provided single-shift operation.
2. An additional warranty exists for goods delivered by us only if this has been expressly stated in the order confirmation of the item in question.

VIII. Liability

1. If the delivery item cannot be used according to the contract by the Customer due to culpable lack of or incorrect recommendations or advice from us or through culpable breach of other contractual ancillary obligations - in particular instructions for operating and maintaining the delivery item - the provisions of Sections VII and VIII apply excluding other claims of the Customer.
2. For damage not caused to the delivery item itself, we are liable - regardless of the legal reason - only in cases of intent or gross negligence of the owner, the bodies or executives, culpable injury to life, body and health, for defects that were fraudulently concealed and for which we are liable within the scope of a promise of warranty and for defects of the delivery item, insofar as liability is assumed under the Product Liability Act for personal injury or property damage to privately used items. In the case of culpable violation of essential contractual obligations, we are also liable for gross negligence of non-executive staff and for simple negligence; in the latter case liability is limited to contract typical damage which could have been reasonably foreseen. All other claims are excluded.

IX. Use of software

1. If software is included in the scope of delivery, the Customer is granted a non-exclusive right to use the software and its documentation. This right is granted for use on the delivery item intended for this purpose. It is prohibited to use the software on more than one system. The Customer may only copy, edit, compile, or convert from object code into the source code within in the legally valid scope (Sections 69 et seq Copyright Law). The Customer undertakes not to remove or modify the manufacturer's information - in particular copyright notices - without our prior explicit consent. All other rights to the software and the documentation including copies thereof remain with use and/or with the suppliers of the software. The granting of sub-licenses is not permitted.

X. Applicable Law, Place of Performance and Jurisdiction

1. For all legal relationships between us and the Customer, the law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
2. Place of performance and jurisdiction for any disputes arising from the contractual relationship is the seat of emkon. Systemtechnik, Projektmanagement GmbH, provided the Customer is a businessman, a legal entity under public law or a special fund under public law.

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