

GENERAL TERMS AND CONDITIONS OF BUSINESS

OF ACOMAX GMBH.

Managing Director: Dr. Rolf Walter-Seifart, Stockwiesen 14, 72631 Aichtal, Germany - hereinafter referred to as "acomax" - last updated: 1 January 2020

§ 1 Applicability and definitions

- The following General Terms and Conditions (GTC) of acomax shall apply to all business relationships - in particular to the SALE of goods - of acomax with all business partners (entrepreneurs according to § 14 German Civil Code (BGB) and consumers according to § 13 BGB) and also for future transactions with entrepreneurs, even if the General Terms and Conditions are not expressly referred to again.
- Any deviating, conflicting or supplementary general terms and conditions of a business partner are hereby expressly rejected. Even if we are aware of them, they shall not become part of the contract unless their validity is expressly agreed in writing.
- In the case of business relationships of acomax with entrepreneurs which involve the PURCHASE of goods by acomax, the terms and conditions listed in § 4 shall have priority over the other terms and conditions of these General Terms and Conditions, which shall otherwise also fully form part of the contract in such business relationships.

§ 2 Establishment of the contractual relationship

- All offers of acomax are subject to change. Information in catalogues, advertising mail or similar information, as well as on the website (in particular in the online store) shall not constitute a binding contract offer by acomax. Rather, by ordering the goods, the business partner submits a binding purchase offer, which acomax may accept within two weeks after receipt. Acceptance can be declared to the business partner in writing, by delivery of the goods or by sending an invoice.
- If a consumer orders the goods by electronic means, acomax shall immediately confirm receipt of the order by email, whereby the confirmation of receipt shall not constitute a binding acceptance of the contractual offer, unless this is expressly made clear. The order shall be stored by acomax and sent to the consumer by e-mail upon request, together with these General Terms and Conditions.

§ 2a Consumer's right of return in distance contracts

- If the contract is concluded between acomax and a consumer exclusively using means of distance communication in accordance with § 312 b para. 2 BGB (German Civil Code) in the version of the announcement from 02.01.2002, in particular by letter, telephone call, fax or email, the consumer shall have the right to return the goods delivered to them to acomax without stating reasons within one month of receipt. To meet the deadline, it is sufficient to send the notice in due time in line with Clause 2 or declaration according to Clause 3. The period begins at the earliest with the receipt of the goods and this instruction.
- The right of return must be exercised by returning the goods as a parcel by the most favorable postal route to the following address: acomax GmbH, Stockwiesen 14, 72631 Aichtal, Germany.
- If it is not possible to return the goods as a parcel, the consumer shall send a corresponding return request to acomax in text form, in particular, at the consumer's choice, by mail to acomax GmbH, Stockwiesen 14, 72631 Aichtal, Germany, by fax to +49 (0) 7127/97 27 0 -0 or by email to mail@acomax.de.

4. The costs of the return shipment shall be borne by acomax.

5. In the event of an effective right of return, the services received by both parties shall be returned and any benefits derived (e.g. advantages of use) shall be surrendered.

6. The consumer may carefully examine the goods. However, the customer shall compensate acomax for any deterioration of the goods caused by the intended use of the goods. The consumer shall additionally bear the loss in value that results from the use of the goods beyond the mere inspection (as would be possible for the consumer, for example, in a retail store) and that leads to the goods no longer being able to be sold as "new" by acomax. The consumer can avoid this in particular by not using the goods as if it were the owner of them.

§ 3 Delivery, delivery times and transfer of risk

- Any delivery time specifications are approximate and non-binding, unless their binding nature has been expressly agreed.
- The conclusion of the contract shall always be subject to the correct and timely delivery to acomax by suppliers, whereby the business partner shall be informed immediately in the event of temporary or permanent unavailability of the goods. Until such time as acomax itself is supplied, acomax shall be released from its contractual obligation to deliver. If the business partner withdraws from the contract, acomax shall immediately refund any purchase price payments already made by it. The business partner shall only be entitled to further claims for damages in the event that acomax is responsible for the non-delivery, in particular in the event that acomax has failed to conclude its own purchase (congruent hedging transaction) with the supplier.
- Partial deliveries are permissible insofar as they are reasonable for the business partner, whereby the business partner shall not incur any additional shipping costs as a result. This is particularly the case if the goods ordered by them are not in a close, in particular functional, relationship.
- The risk of accidental loss and accidental deterioration of the goods shall pass to the business partner upon handover, in the case of sale by delivery to a place other than the place of performance upon delivery of the goods to the forwarding agent, the carrier or any other person or institution designated to carry out the shipping of the goods. The risk of accidental loss and deterioration of the goods shall not pass to the consumer until the goods are handed over, even in the case of sale by delivery to a place other than the place of performance.
- If the shipment of the goods is delayed at the request of the business partner by more than two weeks after an agreed delivery date or, in the absence of such an agreement, after notification by acomax that the goods are ready for shipment, acomax shall be entitled to demand storage charges in the amount of 0.5% of the net purchase price of the goods for each month of the delay - if applicable, on a pro rata basis per day - but no more than 1% of the net purchase price.

§ 4 Special terms and conditions of purchase vis-à-vis entrepreneurs

- The business partner assumes the procurement risk, i.e. it is responsible for the procurement of the goods without limitation, even if it is not at fault.
- The business partner's claim for payment against acomax shall become due six weeks after delivery of the goods, in the case of partial deliveries accordingly on a pro rata basis.
- The business partner shall in any case be liable for the supplies and any services procured by it, such as for its own supplies and any services, even if it is not at fault. This applies in particular with regard to defects.

4. acomax shall also be entitled to withdraw from the contract and to claim damages in lieu of the entire performance in the event of only insignificant deviations of the goods from the agreed quality or in the event that their usability is only insignificantly impaired.

5. In any case, acomax shall have the right to choose between rectification of defects and new performance. The rectification shall be deemed to have failed after the first unsuccessful attempt by the business partner to rectify the defect.

§ 5 Retention of title vis-à-vis consumers

acomax shall retain title to the goods until the purchase price has been paid in full.

§ 6 Retention of title vis-à-vis entrepreneurs

If the business partner is an entrepreneur, the following provisions shall apply in addition to § 5:

- acomax shall retain title to the goods until all claims of acomax from current business relations have been settled.
- The provision of Clause 1 shall also apply to future claims of acomax against the business partner.
- The retention of title also includes replacement or exchange parts, even they are installed.
- During the existence of the reservation of title, the business partner is prohibited from pledging the goods, assigning them as security or using them in a manner comparable to security.
- acomax shall be entitled to withdraw from the contract and to demand the return of the goods in the event of a breach of contract by the business partner, in particular in the event of a delay in payment or a breach of one of the aforementioned obligations. The business partner already agrees to such withdrawal by acomax.
- acomax grants the business partner the following resale option for the goods and also enters into the following assignment agreement:

The business partner is entitled to resell, process or mix the goods in the ordinary course of business. Any processing of the goods by the business partner shall always be carried out in the name of and on behalf of acomax. If the goods are processed or mixed with items not belonging to acomax, acomax shall acquire co-ownership of the new item in proportion to the value of the goods delivered by acomax to the other processed or mixed items.

The business partner hereby assigns to acomax all claims in the amount of the invoice sum (including statutory value-added tax) accruing to it against a third party as a result of the resale, processing, mixing or for any other legal reason (in particular from insurance or unlawful acts). In doing so, the business partner shall also assign to acomax the claims arising as a third party arising from the combination of the goods with real property. acomax accepts this assignment. After the assignment, the business partner shall be authorized to collect the claim. acomax reserves the right to collect the claim itself as soon as the business partner fails to meet its payment obligations in an orderly manner, in particular if it is in default of payment or if an application is filed to open insolvency proceedings against the assets of the business partner. In this case, the business partner undertakes to disclose the assigned claims to acomax upon request, to provide all information required for collection, to surrender the associated documents and to inform the third party of the assignment.

securities granted to acomax on the basis of the aforementioned or further rights shall not be included insofar as their value exceeds the nominal value of the claims to be secured by 20%. At the request of the business partner, acomax shall release corresponding securities - at its discretion - without delay.

§ 7 Prices, delivery costs and terms of payment

- The agreed purchase price does not include the applicable statutory VAT, unless it is an order in the online store. Unless otherwise agreed, acomax shall deliver the goods on a cash on delivery basis. Shipping and packaging costs as well as cash on delivery charges are not included in the agreed purchase price.
- The invoices of acomax shall be due for payment immediately, unless otherwise stated in the invoice itself. In the event of failure to make payment without further explanation by acomax, the business partner shall be in default 14 days after the due date and shall owe default interest at the statutory rate from this point in time.
- Any costs charged to acomax in connection with the payment (e.g. in the case of credit card use) or non-payment (e.g. in the case of a returned direct debit) shall be borne by the business partner.
- The business partner shall only have a right of set-off against the purchase price and shipping costs claim of acomax if its counterclaims have been legally established or recognized by acomax. It may only exercise a right of retention if its counterclaim is based on the same contractual relationship and is in reasonable proportion to the defects and the anticipated costs of subsequent performance.
- acomax shall not be obliged to accept bills of exchange or checks. Credit notes in this respect shall always apply only on account of payment and subject to redemption. They shall be made with the value date of the day on which acomax can dispose of the countervalue.

§ 8 Liability of acomax in the event of delayed delivery

- In the event of a delay in delivery by acomax, the business partner may withdraw from the contract after a reasonable grace period has expired without result. If it is impossible for acomax to perform the contractually agreed service, such a grace period shall not be required.
- Claims for damages or reimbursement of expenses in cases of delayed delivery are excluded. This shall not apply to damages resulting from injury to life, body or health that are based on an intentional or negligent breach of duty by acomax, its legal representatives or vicarious agents.

§ 9 Warranty

- The business partner shall inspect the goods immediately upon receipt. The customer shall notify acomax in writing of any defects within a period of no more than one week after receipt. Timely dispatch shall be sufficient to meet the deadline. This provision does not constitute a limitation period for the assertion of a warranty claim relating to this defect.
- acomax reserves the right to make technical and design changes as well as changes in color, shape, weight and comparable sizes within the scope of what is reasonable, in particular insofar as the usability of the goods is not affected, and such changes shall not constitute a defect.

3. If the business partner does not comply with the provisions of the operating instructions for the goods, in particular with regard to assembly, use and maintenance, it shall in any case be held liable for this as contributory negligence in the event of a defect. The business partner shall be free to prove that the defect would also have occurred if the specifications of the operating instructions had been complied with.

4. Business partners who are entrepreneurs shall not be entitled to warranty claims in the event of insignificant deviations of the goods from the agreed quality or in the event of their usability only being insignificantly impaired. For defects in the goods that are not merely of an insignificant nature, acomax shall initially provide a warranty in the form of subsequent performance by means of rectification or replacement delivery at acomax's discretion, provided that the entrepreneur has duly fulfilled its duties of inspection and notification of defects in accordance with § 377 of the German Commercial Code (HGB).

5. If the business partner receives defective assembly instructions, acomax shall on the one hand only be obligated to deliver assembly instructions that are free of defects and on the other hand, this obligation shall only exist if the defect in the assembly instructions prevents proper assembly.

6. The business partner shall not receive any guarantees from acomax in a legal sense. Public statements, recommendations or advertising by the manufacturer do not constitute a contractual description of the quality of the goods. Manufacturer's warranties granted directly to the business partner shall remain unaffected.

7. With regard to consumers, the following procedure is agreed, taking into account the economic interests of acomax, to remedy a defect in the goods: If the value of the goods is less than EUR 100.00 (net), the consumer may initially only demand replacement delivery. If the value of the goods exceeds the amount of EUR 100.00 (net), acomax shall first be entitled to make one attempt at rectification within a reasonable period of time. A grace period of 20 working days shall be deemed reasonable. If the rectification of defects is not economically reasonable, the supplementary performance shall be effected by replacement delivery.

8. If the supplementary performance fails, the business partner may choose to reduce the purchase price or withdraw from the contract in accordance with the statutory provisions. This shall apply in particular in the event of culpable delay or refusal of subsequent performance, as well as if such subsequent performance has failed after two attempts. The statutory cases of dispensability of setting a deadline shall remain unaffected.

§ 10 Limitation provisions

- The limitation period for claims for damages against entrepreneurs due to defects - irrespective of the legal grounds, in particular also claims for compensation for futile expenses - shall be one year from delivery of the goods in the case of new goods.
- This limitation period shall also apply to other claims for damages against acomax, regardless of their legal basis and also insofar as claims are not related to a defect.
- The aforementioned limitation periods shall expressly not apply if acomax has fraudulently concealed a defect. They shall also not apply to claims for damages arising from product liability, claims pursuant to Section 479 (2) BGB ("manufacturer's recourse"), liability for damages arising from injury to life, limb, health or freedom, in the event of intentional or grossly negligent breach of duty or culpable breach of material contractual obligations.
- A change of the burden of proof to the disadvantage of the business partner is not connected with the above regulations.

§ 11 Limitations of liability

- acomax shall be liable in cases of intentional or grossly negligent breaches of duty committed by itself or by legal representatives or vicarious agents - irrespective of the reason - in accordance with the statutory provisions. This shall also apply in particular in the event of a culpable breach of material contractual obligations and shall also include claims for compensation for damage in lieu of performance.
- In the event of slightly negligent breaches of duty by acomax, its legal representatives or vicarious agents, liability in the event of a breach of material contractual duties shall be limited to the direct average damage that is foreseeable and typical for the type of object of purchase.
- Liability in the event of a slightly negligent breach of a non-essential contractual obligation is excluded entirely.
- Further claims of the contractual partner shall also be excluded in cases of slightly negligent breaches of duty, irrespective of the legal grounds, in particular for damage caused by the goods to other legal assets of the contractual partner, as well as for claims for compensation for lost profit, such as damage due to unsuitable and improper use, faulty assembly by the business partner or third parties, natural wear and tear, faulty or negligent handling, unsuitable operating materials, chemical, electrochemical or electrical influences (insofar as acomax is not responsible for these).
- The foregoing limitations and exclusions of liability shall not affect claims of the business partner arising from product liability, liability for damages arising from injury to life, limb or health that are based on an intentional or negligent breach of duty by acomax, its legal representatives or vicarious agents, or if the damage is covered under a product liability insurance policy for property damage.

§ 12 Final provisions

- The place of performance shall be the registered office of acomax in D-72631 Aichtal.
- The laws of the Federal Republic of Germany apply. The provisions of the UN Convention on Contracts for the International Sale of Goods shall not apply.
- If the business partner is a merchant, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes shall be the place of business of acomax. The latter shall also be entitled to sue the business partner at another admissible place of jurisdiction. The same shall apply if the business partner does not have a general place of jurisdiction in Germany or if the place of residence or habitual abode is unknown at the time of the action being filed.
- Should individual provisions of the contract with the business partner, including these General Terms and Conditions, be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions.
- Subsidiary agreements and further agreements must be made in writing. This also applies for the deviating or supplementary agreements to this written form agreement itself.

Subject to technical modifications. Pictures may differ.