

## **General terms and conditions of business**

The following are the general terms and conditions of ;  
SAM - Service Agentur & Management GmbH, with registered office in Düsseldorf.

### **A. Scope of application**

The following terms and conditions apply exclusively to all (including future) contracts between us and the customer. Conflicting or deviating terms and conditions of the customer shall not be recognised unless we agree to them in writing in the individual case. Our General Terms and Conditions shall also apply if we provide a service to the customer without reservation or objection in the knowledge that the customer's terms and conditions conflict with or deviate from these General Terms and Conditions or the customer's own terms and conditions are congruent with ours.

### **B. Conclusion of contract**

Our offer is subject to change unless otherwise stated. We can place orders from customers accept or reject customer orders within a period of three weeks after receipt of the order by us. The customer waives receipt of our declaration of acceptance. If the order has not been placed in writing we may demand that the customer confirms the order in writing.

### **C. Regulations for rental agreements**

#### **1. rental object**

We reserve the right, instead of the rental object specified in the rental contract, to provide another Comparable in terms of its function instead of the rental object specified in the rental agreement.

#### **2. rental period**

##### **2.1**

The rental period is always calculated by the week. The minimum rental period is one week. If no other start of the rental period has been contractually agreed, the rental period shall begin when the rental object is handed over to the customer. If the rental agreement is concluded for an indefinite period, the customer may terminate the rental relationship in writing with a notice period of one week to the end of the seventh day following receipt of the notice of termination, or, if the rental period is exceptionally calculated in days, with a notice period of three days to the end of the third day following receipt of the notice of termination.

##### **2.2**

The customer is obliged to tolerate the rental object remaining at the place of use for a period until the end of the third day following the end of the contract and to protect the rental object against theft, destruction and deterioration. The customer shall bear the risk of accidental loss and accidental deterioration of the rental object during the rental period and until collection within the aforementioned extended toleration period.

##### **2.3**

If the customer does not return the rental object in good time at the end of the rental period, in particular if he continues to use the rental object, the rental contract shall not be extended as a result. § Section 545 of the German Civil Code is excluded.

#### **3. rent**

Unless otherwise contractually agreed, the agreed rent shall be net rent. The statutory value added tax shall be added to the rent, if necessary, at the time of

settlement.

### **3.1 Incidental costs**

Incidental costs for delivery and collection as well as assembly and dismantling shall be invoiced, unless otherwise contractually agreed.

### **3.2 Default in payment and retrieval of panels**

If the customer is in default of payment for more than 30 days from the date of invoice (evidenced by the invoice date), we are entitled to collect our panels at any time. In principle, we are entitled to withdraw from the rental contract/order or from the project execution in the event of default in payment of our invoices or partial invoices by the customer and to remove or collect the panels provided on a rental basis at any time, including from ongoing projects. Furthermore, the customer shall bear the resulting damage and additional expenses.

## **4. Warranty**

### **4.1**

Claims by the customer due to a defect in the rented item shall only exist if and insofar as we are responsible for the defect.

### **4.2**

Immediately after handing over the rented item, the customer must visually inspect it and, if possible, carry out a functional inspection with regard to defects and completeness and immediately notify us in writing of any defects or missing parts of the rented item. If the customer fails to report a defect or the absence of parts of the rental object, the rental object shall be deemed approved, unless the defect or the absence of parts of the rental object was not recognisable. If a defect or the absence of parts of the rental object becomes apparent at a later date, the customer shall immediately notify the supplier in writing of the defect or the absence of parts of the rental object, otherwise the rental object shall be deemed to have been approved. The rental object shall not be deemed to have been approved if we know that there is a defect or that parts of the rental object are missing. If the rental object is deemed to have been approved, the customer shall not be released from the obligation to pay the rent in full due to the defect or the absence of a part of the rental object, nor may the customer claim damages in accordance with § 536 a BGB or terminate the rental contract without notice.

### **4.3**

In the event of a defect, we shall be entitled, at our discretion, to replace the rented item with an item comparable in terms of function to the rented item or to repair it. If we do not remedy a defect within a reasonable period of time or if we refuse to remedy the defect, the customer may terminate the rental contract in writing without notice.

## **5. Use of the rental object**

### **5.1**

Subject to the provisions of § 536 a, paragraph 2 of the German Civil Code, the customer is not be entitled to modify the leased property without our prior written consent, in particular the right to remove attached serial numbers, manufacturer's labels and other or other identification or test marks without our prior written consent.

### **5.2**

During the rental period, the customer must notify us immediately of the loss of the rental object, any deterioration exceeding normal wear and tear and any accident in connection with the rental object. If we refuse to give our consent to the transfer of use of the rental object or subletting of the rental object to a third party, the customer shall not be entitled to a right of termination on account of the refusal.

### **5.3**

The rental object may not be removed from the place of use. The customer must inform us, our representatives and insurers access to the place of use and the rental object during normal to the rented item.

## **6. Delivery and Collection of the Rental Goods/Return of the Rental Goods**

### **6.1**

If we have taken over the delivery and collection of the rental object and/or its assembly and dismantling, the customer must ensure that the place where the rental object is to be used (place of use) is accessible and passable for trucks with a permissible total weight of up to 40 tonnes and that the place of use is suitable for the assembly and use of the rental object. The customer shall - insofar as necessary for delivery and collection as well as assembly and dismantling - provide us with electricity, water and storage facilities at the place of use free of charge. If the customer does not fulfil the aforementioned obligations and if, for this reason, delivery or assembly of the rental object cannot take place, we shall not be obliged to wait at the place of use for more than a maximum of two hours for the aforementioned conditions to be established. If delivery and/or assembly cannot take place in such a case, the customer shall be obliged to bear the costs of further delivery and assembly attempts and shall pay the contractually agreed rent for one day as compensation for each day by which the delivery of the rental object or its assembly is delayed. The customer shall have the right to prove that we have not suffered any damage or that the damage suffered by us is significantly less. We are not prevented from claiming further damages.

### **6.2**

At the end of the rental period, the customer shall return the rental object in a clean condition or, if we have taken over the collection, shall make it available in a clean condition and freely accessible for collection or dismantling. We shall not be obliged to wait longer than two hours for readiness for dismantling or collection. The additional costs of a renewed attempt at dismantling or collection as well as cleaning of the rental object carried out by us, insofar as such is necessary, shall be borne by the customer. For each day after the expiry of the rental period on which the customer does not return the rental object or make it available for dismantling or collection, the customer shall owe the contractually agreed rental charge attributable to one day as compensation. The customer reserves the right to prove that we have incurred no damage or significantly less damage. We are not prevented from asserting further damages.

### **6.3**

In the event of excessive soiling of the floor protection systems provided to you, we will charge a flat cleaning fee of EUR 12.50 plus 19% VAT per item for cleaning the same. The customer agrees that, in order to avoid further damage, we may take the floor protection systems away from the rental location and carry out the cleaning elsewhere. The request to the customer to clean the floor protection systems provided to him in order to avoid the cleaning costs by us is not required.

### **6.4**

In the event of damage to the rented floor protection systems, we will determine and document the damage. If a repair is possible, we are entitled to carry it out for a lump sum of 60.00 EUR plus 19% VAT, which will be charged to the customer. We are entitled to prove a higher damage, the customer to prove a lower damage. If a repair is not possible, we shall dispose of the floor protection system and the customer shall be obliged to replace it at the replacement value.

### **6.5**

We reserve the right to supply alternative models with the same characteristics instead of the products covered by the contract.

## **6.6**

The terms of use for our products shall also become part of the contract.

## **7. references**

We are entitled to state our services in advertising measures, stating the name of the customer and giving details of the type and scope of the service, as well as publishing photographs of our service as a reference for our company.

## **D. Regulations for purchase contracts**

### **1. purchase price**

#### **1.1**

Unless otherwise stipulated in the contract, the purchase price shall be the net price, excluding packaging, delivery and assembly of the purchased item as well as statutory VAT. The sales tax, insofar as it is incurred, shall be shown separately in the invoice at the statutory rate on the date of invoicing.

#### **1.2**

The purchase price is due immediately after invoicing without deduction.

### **2. Retention of title**

#### **2.1**

The delivered goods remain our property until the customer has paid the purchase price in full.

#### **2.2**

The customer is entitled to resell the object of sale in the ordinary course of business; he hereby assigns to us all claims in the amount of the final invoice amount (including VAT) accruing to him from the resale, irrespective of whether the object of sale has been resold without or after processing.

#### **2.3**

The customer shall remain authorised to collect this claim even after the assignment. Our authority to collect the claim ourselves remains unaffected by this. We undertake not to collect the claim as long as the customer meets his payment obligations, is not in default of payment and, in particular, no application for the opening of insolvency proceedings against his assets has been filed or he has suspended his payments. If one of the aforementioned circumstances occurs, we may revoke the collection authorisation and demand that the customer discloses the assigned claims and their debtors, provides all information necessary for collection, hands over the associated documents and informs the debtors (third parties) of the assignment.

#### **2.4**

The processing or transformation of the object of sale by the customer shall always be carried out for us. If the object of sale is processed with other objects not belonging to us, we shall acquire co-ownership of the new object in the ratio of the value of the object of sale to the other processed objects at the time of processing. The provisions of § D 2.2 and 2.3 shall apply mutatis mutandis to the object created by the processing or transformation.

## **3. Warranty**

### **3.1**

The prerequisite for warranty claims by the customer due to a defect in the object of sale presuppose that the customer has fulfilled his obligations to inspect the object of sale and to give notice of defects in accordance with §§ 377, 378 of the German Commercial Code.

3.2 If there is a defect for which we are responsible, we are entitled to subsequent performance (rectification of the defect or delivery of a defect-free item). If the

supplementary performance fails, the customer shall be entitled to choose between a reasonable reduction of the purchase price or withdrawal from the contract.

### **3.3 The warranty period is one year from handover of the purchased item.**

#### **E. Further general provisions**

##### **1. Liability**

###### **1.1**

Unless otherwise stated below, further claims of the customer - irrespective of the legal grounds - are excluded. We shall not be liable for damage that has not occurred to the delivery item itself; in particular, we shall not be liable for loss of profit or for other financial losses of the customer.

###### **1.2**

Unless otherwise contractually agreed, we are not obliged to advise or make recommendations to the client within the framework of the contractual relationship with the client. If we nevertheless give advice or make recommendations, we shall not be obliged to compensate for any damage resulting from following the advice or recommendation.

###### **1.3**

Claims for damages for only slightly negligent breaches of duty are excluded. If we negligently breach a material contractual obligation or harm the customer's health, body or life, we shall be liable in accordance with the statutory provisions. The liability for damages is limited to the foreseeable, typically occurring damage, up to a maximum of EUR 50,000.

###### **1.4**

No limitation of liability shall apply in the case of intentional or grossly negligent breaches of duty and in the case of claims under the Product Liability Act.

###### **1.5**

Insofar as our liability for damages is excluded or limited, this shall also apply to our representatives, employees, workers and vicarious agents.

##### **2. payment modalities**

###### **2.1**

Unless otherwise agreed, the invoice amount shall be paid net (without deduction) within twenty-one days from the date of the invoice (evidenced by the invoice date). For each week of delay in payment, the customer shall pay liquidated damages in the amount of 1% of the invoice amount including any VAT incurred, up to a maximum of 10% of this amount. The acceptance of a payment without objection and/or reservation does not constitute a waiver of claims for damages.

###### **2.2**

Our employees and vicarious agents are not entitled to accept payments to us unless they have written powers of attorney. We are not obliged to accept cheques, bills of exchange or cash. Cheques and bills of exchange are always accepted on account of performance.

###### **2.3**

We reserve the right to have our offers invoiced directly by our service partners. Assembly and transport services are always invoiced with the first partial invoice.

##### **3. e-mail**

###### **3.1**

The customer agrees to receive newsletters from us from time to time in the form of an e-mail. The newsletter can be cancelled at any time (by clicking on the "unsubscribe" link). We will never pass on e-mail addresses to third parties.

#### **4. Factoring**

##### **4.1**

The customer agrees that we may assign / sell our receivables to a factoring company and that the latter will invoice the services rendered by GT ISO directly to the customer.

#### **5. set-off / place of jurisdiction / applicable law**

##### **5.1**

The customer may only offset against our claims or assert a right of retention if the counterclaim is undisputed, disputed but ready for a decision or legally established.

##### **5.2**

The place of jurisdiction is Düsseldorf. We are also entitled to take legal action at the customer's place of business.

##### **5.3**

German law shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

##### **5.4**

Should some provisions of our General Terms and Conditions be ineffective and/or violate applicable law, this shall have no effect on the remainder of the contract concluded. The latter shall remain valid and the ineffective provision shall then be replaced by a provision that comes as close as possible to the will of the parties and/or the statutory provision.

**The English version of the GTC is only valid for better understanding. The German version is legally binding.**