

General sales terms and delivery conditions of ROPAG GmbH

1. General, scope of application

- (1) Unless expressly otherwise agreed, the terms and conditions apply to all contracts, deliveries and other services of ROPAG GmbH (hereinafter called „**ROPAG**“) with companies in the sense of art. 14 BGB (= German Civil Code); and also for all future business with the customer.
- (2) These terms and conditions apply exclusively; contradictory conditions or those deviating from these terms and conditions of the customer will not be accepted, unless ROPAG has explicitly agreed in writing.
- (3) All agreements deviating from these conditions that will be made between ROPAG and the customer only apply if they are explicitly recorded in a contract.
- (4) Within the scope of a current business relationship with the customer these terms and conditions are also part of the contract if no explicit reference is made to the inclusion in the individual case.
- (5) ROPAG is registered as a manufacturer in the sense of the German Electrical Equipment Act with the EAR Foundation (= German national clearing house) (Benno-Strauß-Str. 1, 90763 Fürth) under the WEEE register number DE 47451616.

2. Offer, bidding documents, conclusion of contract

- (1) All offers of ROPAG are non-binding and without obligation and are subject to apply to the ability to deliver by ROPAG's suppliers, as far as they are not explicitly marked as binding or contain a certain term of acceptance. They are only a call to submit an offer.
- (2) A contract shall be concluded by ROPAG's order confirmation in writing or tacitly by the execution of the order and shall exclusively comply with the contents of the order confirmation and/or these general terms and conditions. In case of a tacit acceptance of the offer, the delivery note resp. the invoice shall apply as order confirmation.
- (3) Oral agreements of ROPAG, its employees and/or sales representatives that are made before the conclusion of the contract, are legally non-binding and are to be replaced by the contract in written form as far as no deviating agreement has been made. As far as ROPAG, its employees or sales representatives will make amendments or changes of the contract after the conclusion of the contract, they need to be made in writing to be effective. Oral declarations of persons who have unrestricted or outwardly unrestrictable authority to represent the company remain unaffected by the above regulation.
- (4) Changes and/or extensions of the scope of deliveries resp. services that prove necessary at the execution of the respective order are reserved.
- (5) ROPAG reserves the property (intellectual) rights and copyrights in pictures, drawings, calculations and other documents that the customer receives in the scope of the business relationship with ROPAG.
- (6) Services of ROPAG that exceed the duties of a seller, as e.g. the taking over of consulting and planning services for which the customer is responsible towards third parties, are subject to a special agreement and will be accepted only against remuneration.
- (7) By conclusion of the contract the customer accepts that he has got information about the kind of the execution and the scope of performance by the inspection of the existing plans and performance specifications. In case of mistakes, typing or calculation errors in the documents, drawings and plans, these are not considered binding. The customer will inform ROPAG about such mistakes so that the order confirmation resp. the execution of the order can be corrected resp. renewed. This shall also apply if the customer has not received the documents completely.
- (8) The minimum order value is 100.00 Euros for small orders. ROPAG shall be entitled to charge an additional fee of 25.00 € for orders below this amount.

- (9) All terms (especially "warranted properties", "guaranteed performance", "guarantee", "warranty" etc.) possibly used by ROPAG in connection with documents (catalogues, brochures, offers etc.) shall not be regarded as quality guarantees in the sense of the art. 443, 444, 639 BGB. The statements made describe the agreed condition and performance characteristics without giving a quality guarantee in the sense of the mentioned legal provisions. ROPAG shall not be liable for advertising statements of third parties, especially of manufacturers and their assistants and/or beneficiaries of these manufacturers.

3. Delivery and transfer of risk

- (1) In default of a deviating agreement, the delivery shall be agreed "ex works". The loading and discharge of the delivery are not subject of the contract – if not otherwise agreed. With the delivery of the goods to the customer, the forwarding agent or the carrier, the risk shall pass to the customer, however at the latest when leaving ROPAG's location(s), and also when the goods are delivered by ROPAG. The risk shall also pass to the customer when the delivery is carried out from the location(s) of a third party at ROPAG's instigation (so-called drop shipping).
- (2) As far as the shipment or delivery is agreed "free domicile" this shall be done at the risk of the customer. In both cases, ROPAG only bears the costs of freight and insurance. The delivery shall be restricted – if not otherwise agreed in writing – to the discharge at ground level to the curb of the recipient. If the delivery is delayed on demand or from default of the customer the goods will be stored at his costs and risk. The same shall be valid if the shipment or delivery is delayed due to force majeure or obstacles occurring after the conclusion of the contract for which ROPAG is not responsible. In this case, the notification of the readiness for shipment resp. of the delivery by ROPAG shall be equal to the delivery. The notification shall be deemed valid to have been received from the second workday following the dispatch.
- (3) Part deliveries are permitted in a reasonable scope. They are especially permitted if the part delivery is usable for the customer in the scope of the contractual purpose and if the delivery of the remaining ordered goods is ensured.
- (4) The delivery shall be extended to a reasonable extent – also within a delay – in case of force majeure and all unforeseen obstacles occurring after the conclusion of the contract for which ROPAG is not responsible (especially breakdowns, strike, lockout or disruption of the traffic routes, cyber attacks to the IT system) as far as these obstacles have demonstrably a great influence on the delivery. This shall also apply when these circumstances occur at ROPAG's suppliers and their sub-suppliers, especially when they are not able to supply ROPAG according to agreement or in time although a contract of purchase resp. an order exists. ROPAG shall inform the customer as soon as possible about the beginning and the end of such obstacles. The customer can request an explanation whether ROPAG wants to withdraw or deliver within a reasonable period. If ROPAG does not comment immediately the customer can withdraw. Claims for damages and/or reimbursement of expenses shall be excluded in this case. The above regulations shall apply for the customer accordingly, if he encounters the above obstacles.
- (5) In case of a delay in delivery the customer is obligated to explain at ROPAG's request within a reasonable period whether he still insists on a delivery or withdraws from the contract as a result of the delay and/or demands a compensation for damages instead of the performance. As far as the customer does not make a written declaration within the period, his silence is considered as a renouncement of the fulfilment of the delivery obligation.
- (6) With regard to a delivery in due time, ROPAG is only liable for its own fault and the fault of its agents. However, ROPAG can be held liable to assign possible claims against its pre-suppliers to the customer on demand.

- (7) The delay in delivery is determined according to the legal provisions, whereby in every case the customer shall issue a reminder at least in writing. In case of a delay in delivery ROPAG's liability shall be limited to 5 % of the net delivery value due to the delayed delivery if not caused by intent or gross negligence.
- (8) Deliveries to the customer are subject to the reservation of national or international regulations of the foreign trade law, an embargo or other legal prohibitions.

4. Restrictions on exports and imports

- (1) For certain products of ROPAG export control regulations and laws may apply, especially such of UN, EC and USA ("Export control regulations") that prohibit the export or distribution of certain products or technologies in certain countries.
- (2) The deliveries and services (fulfilment of the contract) shall be subject to the condition that the fulfilment is not hindered by any restriction due to national or international regulations, especially export control regulations and embargos or other sanctions. The customer undertakes to produce all information and documents that are necessary for the export, shipment, import. Delays due to export checks or approval procedures shall suspend the deadlines and delivery times. If the necessary approvals are not given in due course ROPAG will be entitled to cancel the contract resp. to withdraw from it without being liable to the customer or final customer.
- (3) Every obligation of ROPAG to the export, re-export or transfer of products as well as technical support, training, investment, financial support, financing or anything comparable is subject to such export control regulations. When applicable, such export control regulations will require the issue of licences and the delivery of products and technologies by persons who are subject to the jurisdiction of the authorities responsible for the export control regulations.
- (4) The refusal of an export licence does not entitle the customer to withdraw from the contract or to claim for damages. ROPAG shall not be obligated to issue a supplier's declaration or a long-term supplier's declaration for the customer or to obtain such a declaration from its own pre-suppliers.
- (5) The customer shall guarantee that he will pay attention to all restrictions of the export control regulations or stipulations and approvals regarding the export, the re-export and the transfer. The customer has to make all reasonable efforts to ensure that no customer, buyer or end-customer violates the export control regulations. The customer shall indemnify ROPAG from all direct, indirect damages, losses and costs (including prosecution costs) and fines as well as penalties and any other liability that arise from a violation of the customer or his customers under this paragraph. The customer shall acknowledge that the obligations from this contract continue to be binding after the termination of contractual agreements concerning the delivery of products, software or technologies. In case of a contradiction between this contract and other contractual agreements the general terms and conditions are governing.

5. Prices and payment conditions

- (1) The prices are always exclusive of the statutory value added tax. If not otherwise agreed the purchase price will be due immediately on receipt of goods without deduction.
- (2) If the customer has awarded ROPAG a SEPA basic mandate or a SEPA company mandate and no other payment conditions have been agreed, ROPAG will collect by direct debiting 10 days after the date of invoice without deduction. In case of the SEPA basic mandate, the time limit for the pre-notification can be reduced to 5 days prior to the collection of the first or the non-recurring direct debit and 2 days prior to the collection of repeated direct debits, in case of the SEPA company mandate to 1 day prior to the collection. The customer shall ensure in all cases that he provides for a sufficient coverage on the account.

- (3) Performances of the customer shall only be accepted on account of performance in case of a relevant written agreement.
- (4) Credit notes against bills of exchange and cheques are issued subject to receipt and minus disbursements at the value on the day when ROPAG can dispose of the value.
- (5) In case of a delay in payment the legal regulations shall apply. Any possible cash discounts shall not be granted as far as the customer is in delay with the payment of former deliveries.
- (6) ROPAG's claims shall become due immediately irrespective of the due date of possibly received and credited bills if the payment conditions are not met or facts become known which indicate that ROPAG's purchase price claims are endangered by the customer's inability to pay. In the last case, ROPAG shall be entitled to condition further deliveries on a payment on delivery or the provision of corresponding securities. If the customer is in default of payment or does not honour the bill of exchange at maturity ROPAG shall be entitled to take the goods back after prior reminder or to enter the permanent establishment of the customer and take away the goods. The taking back does not mean a withdrawal from the contract. ROPAG can also forbid the removal of the delivered goods. Moreover, ROPAG can revoke the direct debit authorization and demand a payment on delivery for outstanding deliveries. The customer can, however, avoid these legal consequences by a security in the amount of the endangered payment claim.
- (7) A refusal or retention of payment by the customer shall be excluded if he knew the defect or other reason for claim at the conclusion of the contract. This shall also apply if he has not known it due to a gross negligence, unless ROPAG has concealed the defect or other reason for claim maliciously or has accepted a guarantee for the condition of the object. Moreover, the payment may be retained because of defects or other claims only to a reasonable extent. In case of a dispute, the amount will be determined by an expert appointed by the chamber of industry and commerce at the domicile of the customer. He shall also decide on the distribution of the costs of his involvement in equitable discretion.
- (8) The customer shall only be entitled to a right of setoff if his counterclaims are undisputed or non-appealable, if they are based on the same contractual relationship with ROPAG and/or entitle the customer to refuse his performance according to art. 320 BGB. ROPAG's mere silence to the assertion of such counterclaims shall not be considered as an acknowledgement. This shall also apply for a possible right to refuse performance of the customer.
- (9) If the customer does not accept the goods within four months after the conclusion of the contract without a deviating contractual agreement, ROPAG shall be entitled to pass on to the customer price increases of the manufacturers or pre-suppliers which may have occurred in the meantime.
- (10) ROPAG shall be entitled to issue interim or advance payment invoices to the customer up to the full amount of the contract. As far as the customer does not pay to ROPAG within a reasonable period (14 days) after the receipt of the interim or advance payment invoice, ROPAG shall be released from his obligation to deliver in fact and time up to the compensation of the interim or advance payment invoice. Delivery dates that have been confirmed by ROPAG shall be delayed accordingly. As far as the customer does not pay the interim or advance payment invoice even after another request with a reasonable deadline, ROPAG shall be entitled to withdraw from the contract without any other condition. In this case, claims for damages and/or reimbursement of expenses of the customer shall be excluded. The invoice shall be deemed to have been received from the second workday following the dispatch.

6. Packaging

- (1) The standard packaging is included but all added demands (f.e. sea freight packaging) will be charged separately.
- (2) Taking back of the packaging material shall be excluded as far as ROPAG brings in a suitable disposal company for carrying out the disposal according to the packaging regulation as amended resp. the future applicable packaging law. In this case, the customer shall be obligated to hold the packaging material ready and to hand it over to the disposal company. As far as ROPAG and the customer have agreed that the customer will waive his right to return against the granting of a flat rate of the disposal costs he shall be obligated to hand over the used packagings to an approved disposal company that guarantees a proper disposal according to the provisions of the packaging regulation.
- (3) Reusable packaging shall be made available to the customer only on a loan basis. The customer shall notify to ROPAG the return of the packaging unit within 14 days in writing and hold the packaging ready. If this is not done ROPAG shall be entitled to demand an amount of 20 % of the purchase price for every week from the 3rd week (but at most the full purchase price) as a remuneration for the loan after a reminder or to invoice the value of the packaging directly, falling due to immediate payment after receipt.
- (4) ROPAG shall be entitled to demand a flat rate for expenses of 10.00 Euros for transport containers which are owned by ROPAG and not returned to ROPAG by the customer on demand within a reasonable period renouncing the ownership of the transport container.

7. Reservation of title

- (1) ROPAG reserves title to the goods upon completion of full payment. In case of goods that the customer buys within the scope of a current business relationship, ROPAG reserves title to the goods until all claims against the customer from the business relationship, including future claims, also from contracts concluded at the same time or later, has been settled. This shall also apply if single or all claims of ROPAG have been included in an actual invoice and the balance has been drawn and recognized. If in connection with the payment of the purchase price by the customer a mutual liability of ROPAG is substantiated, the reservation of title will not expire before the redemption of the draft by the customer. In case of a delay of payment of the customer, ROPAG shall be entitled to a redemption of the goods after a reminder and the customer shall be obligated to hand them over.
- (2) In case that the reserved goods are processed by the customer to a new movable object, the processing will be carried out for ROPAG without any obligation arising for ROPAG; the new object will become ROPAG's property. If the goods are processed with goods not owned by ROPAG, ROPAG will acquire a co-ownership of the new object in the ratio of the value of the reserved goods to the other goods at the time of processing. If the reserved goods are combined, mixed or blended with goods not owned by ROPAG according to art. 947, 948 BGB, ROPAG will acquire a co-ownership according to the legal provisions. If the customer acquires sole ownership by combining, mixing or blending he will transfer already now the co-ownership to ROPAG in the ratio of the value of the reserved goods to the other goods at the time of combining, mixing or blending. In these cases, the customer shall store the object in ROPAG's ownership or co-ownership that is also a reserved product in the sense of the above conditions, free of charge.
- (3) If the reserved goods are sold on their own or together with goods not owned by ROPAG, the customer will assign at the time of the conclusion of the contract the claims from the resale amounting to the value of the reserved goods including all supplementary rights and ranking before the rest. ROPAG shall accept the assignment.

The value of the reserved goods is the amount of the invoice asserted by ROPAG, but this shall be excluded if there are conflicting rights of a third party. If the reserved goods are co-owned by ROPAG the assignment of the claims will extend to the amount corresponding to ROPAG's share value of the co-ownership.

- (4) If reserved goods of the customer are installed as an essential part in the property, ship, ship structure or aircraft of a third party, the customer will assign now already the transferable claims against the third party or whom it may concern for a remuneration amounting to the value of the reserved goods including all supplementary rights and the right of granting a legal mortgage and ranking before the rest. ROPAG shall accept the assignment. The above paragraph (3), sentences 2 and 3 shall apply accordingly.
- (5) The customer shall be entitled and authorized to a resale; use and installation of the reserved goods only in the usual regular course of business and only with the provision that the claims in the sense of the above paragraphs (3) and (4) will be transferred to ROPAG effectively. The customer shall not be entitled to dispose of the reserved goods otherwise, especially mortgage or chattel mortgage. An assignment by way of the real factoring shall be granted to the customer only under the condition that ROPAG is informed about the factoring bank and the accounts of the customer there and that the factoring proceeds exceed the value of ROPAG's secured claim. With the credit note of the factoring proceeds ROPAG's claim will become due immediately.
- (6) ROPAG authorizes the customer, subject to revocation, to collect the claims assigned according to the above paragraphs (3) to (5). ROPAG shall not use the own collection authority as long as the customer meets his payment obligations, also against a third party. At ROPAG's request, the customer shall indicate the debtors of the assigned claims and shall inform them about the assignment; ROPAG shall also be authorized to inform the debtors about the assignment.
- (7) The customer shall inform ROPAG immediately about enforcement measures of a third party against the reserved goods or assigned claims and submit the document(s) that are necessary for the objection.
- (8) With the cessation of payment and/or the application for the opening of the insolvency proceedings, the rights of resale, use or installation of the reserved goods or the authorization to collect assigned claims shall expire; in case of a cheque or bill protest the direct debit mandate shall also expire. This shall not apply to the rights of the insolvency administrator.
- (9) If the value of the granted securities exceed the claims (if applicable reduced by initial or part payments) by more than 10 %, ROPAG will be obligated to a retransfer or a release at its own choice. If all claims of ROPAG from the business relationship have been settled, the property in the reserved goods and the assigned claims shall be transferred to the customer.
- (10) The value of the reserved goods results from the invoice amount (invoice value) which ROPAG demands from the customer.

8. Complaint, guarantee

- (1) ROPAG shall only be liable for defects in the sense of art. 434 BGB as follows:
The customer has to examine the goods received immediately for quantity and quality. Obvious defects have to be notified to ROPAG within 7 days after receipt of goods in writing. The notice of not obvious defects has been made in due time if ROPAG receives it in writing within 7 days after its discovery by the customer. Art. 377 HGB (= German Commercial Code) shall apply in addition.
- (2) If the customer discovers a defect, he will be obligated to make the rejected goods or samples of them available to ROPAG for a check of the complaint and to grant a reasonable period for the check. In case of a culpable refusal, the guarantee shall be forfeited. Until the completion of the check by ROPAG the customer shall not have the rejected goods at his disposal, that is they shall not be divided, resold or processed.

- (3) As far as the customer fails in case of an installation or mounting of the goods to examine the necessary outer and inner properties of the goods before the installation or mounting, he acts with gross negligence in the sense of art. 439, para. 3 and art. 442, para. 1, sentence 2 BGB. In this case the defect rights of the customer regarding these properties shall only be taken into consideration if the respective defect has been concealed fraudulently or a guarantee has been accepted for the quality of the goods.
- (4) In case of justified complaints ROPAG shall be entitled, taking into consideration the kind of the defect and the justified interests of the customer, to determine the kind of the subsequent performance (replacement delivery, rectification).
- (5) If the customer has installed the goods being defective at the transfer of risk in another object or mounted to another object according to their kind and application, he can demand from ROPAG according to art. 439, para. 3 BGB reimbursement of expenses for the removal of the defective goods and the installation or mounting of the improved or delivered goods (assembly and disassembly costs) only according to the following regulations:

Necessary in the sense of art. 439, para. 3 BGB are only such assembly and disassembly costs concerning the assembly and disassembly resp. the mounting of identical products, having arisen by reason of market conditions and being proved by the customer by submitting appropriate vouchers at least in writing. The customer's right of an advance payment for assembly and disassembly costs shall be excluded. The customer is neither allowed to offset purchase price claims or other payment claims of ROPAG against reimbursement claims for assembly and disassembly costs unilaterally without ROPAG's consent.

In the scope of the subsequent performance acc. to art. 439, para. 3 BGB claims of the customer exceeding the necessary assembly and disassembly costs, shall not be eligible to replacement, especially costs for consequential damages as a result of a defect, as e.g. lost profit including imputed profit margins, failure costs or additional costs for replacement purchases.
- (6) If the expenditure claimed by the customer for the subsequent performance in the sense of art. 439, para. 3 BGB is disproportional in the particular case, especially in the relation to the purchase price of the goods free from defects and under consideration of the meaning of the infringement of contract, ROPAG shall be entitled to refuse the reimbursement of expenses. It is disproportional if the claimed expenditure in the sense of art. 439, para. 3 BGB exceeds a value of 150 % of the purchase price of the goods free from defects or 200 % of the reduced value of the goods caused by a defect.
- (7) Claims of the customer for expenditure necessary for the subsequent performance, especially transport, road, work and material costs, shall be excluded to the extent that this expenditure increases because the goods have been brought afterwards to another place than the branch of the customer or as contracted, unless the movement corresponds to the designated use of the goods.
- (8) The customer shall inform ROPAG immediately about a case of warranty occurring at a consumer.
- (9) As far as ROPAG has made the planning/programming of complex light, control and network systems at the installation, the customer shall be obligated as an installer to stick to this planning and to make changes – even minor deviations – at the installation as well as later repairs only with ROPAG's consent. A claim for damages of whatever kind that can be traced back to an unauthorized deviation of the customer from the specification will not be assumed by ROPAG.
- (10) In case of unjustified complaints the customer shall replace the costs incurred to ROPAG as far as the customer has recognized or through negligence not recognized that a defect does not exist, but that he is responsible for the cause of the problem he is complaining about.
- (11) Material defect claims shall expire in 12 months calculated from the delivery. This shall not apply if the law prescribes longer periods according to art. 438, para. 1, No. 2

(buildings and items for buildings), art. 438, para. 3 (fraudulent concealment), art. 445 b, para. 1 (recourse claim) and art. 634a, para. 1, No. 2 (construction defects) BGB.

- (12) For claims for damages or reimbursement of wasted expenses for defects, paragraph 11 shall apply (liability limitation).
- (13) If the customer purchases used goods, any warranty claims shall be excluded according to art. 437 BGB.

9. Withdrawal

- (1) ROPAG can withdraw from the contract at any time for an important reason until the delivery of the purchased goods to the customer.
- (2) If the customer is responsible for the important reason he will be entitled to receive remuneration only for the necessary expenditure he had up to the receipt of the withdrawal.
- (3) If the customer is not responsible for the important reason he can assert against ROPAG only the adequate costs of another acquisition of the ordered goods (so-called covering purchase). Further claims for damages of the customer shall be excluded.
- (4) An important reason in the sense of the above paragraphs (1) to (3) applies especially if, as a consequence of sovereign decisions, ROPAG's interest in the provision of contractual services ceases, the customer files an insolvency or Moratoria application or such conditions exist.

10. Liability limitation

- (1) ROPAG shall be liable according to the legal regulations if the customer claims for damages that are based on purpose or gross negligence, including purpose or gross negligence of its representatives or agents. Moreover, ROPAG shall be liable for culpable breaches of essential contractual obligations according to the legal regulations. Essential contractual obligations are those that enable the fulfilment of the proper execution of the contract at all and enable the contracting partner to rely on its compliance. As far as ROPAG is not charged with a purpose or gross negligence, the liability for the claim for damages shall be limited to the predictable damages that typically occur in contracts of this kind. A change of the burden of proof to the disadvantage of the customer shall not be connected to this.
- (2) The liability for a culpable injury to life, to the body or health or under the product liability act shall remain unaffected.
- (3) Claims for damages in excess of this, regardless of the legal reason, shall be excluded. This shall also apply if the customer demands reimbursement of futile expenses instead of the claim for damages in place of performance.
- (4) For the liability for a coarse fault as well as for claims for damages basing on the injury to life, to the body or health, the legal statute of limitations shall apply; moreover, the statute of limitation of paragraph 8.11 shall apply for claims for damages.

11. Explanations / assumption of approval

As far as ROPAG requests the customer to give explanations, like e.g. an approval, and sets an adequate period, the explanation shall be deemed valid to be given with the expiry of the period and the silence of the customer. The request shall be deemed to have been received on the second workday after the dispatch.

12. ANTI-CORRUPTION

- (1) The customer shall comply with the national law for the prevention of corruption as well as provisions implementing the OECD convention against the bribery of foreign officials in international business transactions (especially the US Foreign Corrupt Practices Act) also in the future.

- (2) It is generally forbidden to bribe someone or to give a bribe to an official in order to obtain or maintain a business, to transfer it to a person or to secure an advantage.
- (3) A breach of the customer against this paragraph shall entitle ROPAG to a termination without notice for an important reason without making ROPAG liable for this. In case of such a termination
 - (i) ROPAG shall be released from any obligation to perform,
 - (ii) the customer shall be obligated to indemnify ROPAG for all damages, claims, fines or penalties as well as other losses (including prosecution costs) in connection with a breach of this paragraph, and
 - (iii) other rights and claims of ROPAG under the law remain unaffected.
- (4) The regulations of this paragraph shall apply beyond the termination of the contract.
- (5) ROPAG will do business only with such persons who comply with law and order as well as ethical standards. Should ROPAG receive information indicating the contrary, ROPAG will inform the customer accordingly. The customer will cooperate with ROPAG and give the necessary information so that ROPAG can decide whether it will maintain the business relations with the customer. Such information refers especially to account books and other documents.

13. Data storage

The customer agrees that ROPAG stores and processes personal data of the customer and transfers them – as far as this is usual and/or necessary for the fulfilment and execution of the business relations resp. for internal evaluations – to other ROPAG companies or third parties as far as legally permitted. The data are also used for maintaining the customer relationships if the customer does not object to this according to art. 28 para. 4 BDSG (= Federal Data Protection Act). If necessary and legally permitted, data of the contract will be transferred to a third party, especially to commercial credit insurances, for checking the creditworthiness/credit score of the customer, the results can also be made available to other third parties. In the scope of the processing of orders containing articles that are subject to selective distribution systems of individual manufacturers, it is also regularly necessary to process personal data (name, address, delivery dates) and to transfer them to the respective manufacturer or a third party engaged by him.

14. Jurisdiction, place of performance, applicable law

- (1) As far as the customer is a merchant, legal person under public law or public special assets, it is agreed that the place of jurisdiction is ROPAG's domicile; ROPAG is, however, entitled to bring an action against the customer at his place of business.
- (2) Unless not otherwise provided in the order confirmation, the place of performance is ROPAG's place of business resp. its branches.
- (3) The relations between the parties shall be governed exclusively by the applicable law of the Federal Republic of Germany to the exclusion of the UN convention.

15. Prohibited uses

In addition to other prohibitions as set forth in the Terms, there is a prohibition from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other

websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. RP/ROPAG reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

16. Severability clause

Should some of the provisions of these terms and conditions be or become ineffective or unfeasible, the other provisions shall remain in effect. The parties undertake to replace the ineffective or unfeasible provision from the beginning of the ineffectiveness or unfeasibility by a provision that comes as close as possible in every respect to the ineffective or unfeasible provision.

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