

General Terms and Conditions

§ 1 Scope

(1) These sales conditions apply solely to entrepreneurs, entities under public law or public-law special funds in the sense of Section 310, Para. 1 of the German Civil Code (BGB). We will acknowledge any conflicting Buyer's conditions or Buyer's conditions that deviate from our own only when we have expressly accepted the validity of such conditions in writing.

(2) These sales conditions also apply to all future business with the Buyer insofar as these are legal transactions of a similar nature.

§ 2 Offer and Conclusion of Contract

(1) All offers and prices are always without commitment. Conclusion of contracts and other agreements first become binding with our order confirmation in writing. The written order confirmation can be replaced by the transmission of our delivery note, our invoice or the delivery of the goods.

(2) Insofar as an order can be seen as an offer according to Section 145 BGB, we can accept it within two weeks.

§ 3 Documentation Provided

We reserve all property rights and copyrights to all documentation provided to Buyer in connection with placing orders, such as price lists, etc. This documentation must not be made available to third parties unless we give Buyer our express written consent. Insofar as we do not accept Buyer's offer within the time period indicated in § 2, these documents are to be returned to us without delay.

§ 4 Prices and Payment

(1) Insofar as nothing to the contrary has been agreed in writing, our prices apply from the warehouse, packaging excluded and plus value-added tax in the applicable amount. Costs for packaging and shipment will be charged separately.

(2) The payment of the purchase price is to be made only to the bank account indicated on the invoices. The deduction of any discount is permitted only when agreed to separately in writing.

(3) Insofar as nothing to the contrary has been agreed, the purchase price becomes due after delivery or receipt of the goods. Interest will be charged for late payments in the amount of 8 % above the current basic rate of interest p.a. We reserve the right to enforce higher damages for delay or default in payment.

(4) Insofar as no fixed prices have been agreed, we reserve the right to make reasonable price adjustments due to changes in wage, material and distribution costs for deliveries made 3 months or later after the contract has been concluded.

§ 5 Set-off and Rights to Retention

Buyer only has the right to set-off when his counterclaims are legally binding or undisputed. Buyer is only entitled to exercise a right to retention insofar as his counterclaim is based on the same contractual relationship.

General Terms and Conditions – Batterypartner GmbH
Last updated: March 2014
Page 2 of 4

§ 6 Delivery Time

(1) The beginning of the delivery time indicated by us assumes that Buyer has fulfilled all obligations on time and properly. We reserve the right to object if the contract is not fulfilled.

(2) Should Buyer delay in accepting the goods or be negligent in his other obligations to cooperate, we are entitled to claim the reimbursement of any damages we incur thereby, including any additional expenditures. We reserve the right to further claims. Insofar as there are preceding prerequisites, the risk of an accidental perishing or an accidental deterioration of the purchased goods will be transferred to Buyer at the point in time that Buyer is in default of acceptance or in debtor's delay.

(3) In the event of a delay in delivery caused by us due to intent or gross negligence, we are liable for liquidated damages in the amount of 3 % of the value of the goods delivered for each full week of delay, however not more than a maximum of 15 % of the value of the goods delivered.

(4) This does not affect any other of Buyer's legal claims and rights in the event of a delay in delivery.

§ 7 Passing of Risk at Dispatch

If the goods are sent to Buyer at his request, the risk of the accidental perishing or accidental deterioration of the goods is passed to Buyer with the dispatch to Buyer, at the latest when the goods leave the warehouse. This applies regardless of whether the goods are dispatched from the place of delivery or who assumes the shipping costs.

§ 8 Retention of Title

(1) We reserve all rights to the ownership of the delivered goods until all the debt claims in the delivery contract have been paid in full. This also applies to all future deliveries, even if this is not always expressly stated. We reserve the right to retrieve the purchased goods if Buyer acts contrary to contract.

(2) Buyer is obliged to treat the purchased goods with due care as long as the title has not been passed on to him. In particular, he is responsible for insuring these against theft, fire and water damage sufficiently at replacement value at his own expense. If any maintenance and inspection work has to be carried out, Buyer will have this work carried out at his own expense in good time. As long as the title has not been passed on, Buyer must notify us without delay in writing if the delivered goods are seized or subject to any other interference from third parties. Insofar as the third party is not able to reimburse us for costs incurred in and out of court for legal action according to Section 771 of the German Civil Process Order (ZPO), Buyer is liable to us for any losses incurred.

(3) Buyer is entitled to resell the reserved property in normal business transactions. Buyer already surrenders the claims of the recipient from the resale of the reserved property in the amount of the sum total of the invoice as agreed with us (including value-add tax). This surrender shall apply regardless of whether the purchased goods are resold with or without further processing. Buyer shall remain authorized to collect the debt even after the surrender. This shall not affect our authority to collect the debt ourselves. However, we will not collect the debt as long as Buyer meets his obligations of payment from the revenues received, is not in default of payment and in particular when there has been no petition filed to initiate insolvency proceedings or there is a cessation of payment.

(4) The processing or alteration of the purchased goods by Buyer is always done in our name and on our behalf. In this case, Buyer's remainder to the purchased goods continues for the altered article. Insofar as the purchased goods are processed with other objects that do not belong to us, we shall acquire joint ownership of the new article in relation to the objective value of our purchased goods to the other processed articles at the time of the processing. The same will apply for the case of

mixing. Insofar as mixing is done in such a way that Buyer's article is to be seen as the main article, it is agreed that Buyer will transfer joint ownership to us proportionately and keep the sole ownership or joint ownership created in this way safe for us. To secure our claims against Buyer, Buyer will also surrender those claims to us that are created against third parties by the connection of the reserved property with a property; we already accept this transfer now.

(5) We pledge to release the securities owing to us at the request of Buyer insofar as their value exceeds the claims to be secured by more than 20 %.

§ 9 Warranty and Notification of Defects as well as Recourse/Manufacturer's Regress

(1) Warranty rights of Buyer assume that Buyer has properly met his owing inspection and complaint of defects obligations according to Section 377 of the German Commercial Code (HGB).

(2) Rights to claim damages for any defects expire 6 months after delivery of the goods from us to Buyer.

(3) Despite the fact that all due care is taken, should the delivered goods contain a defect that already existed at the time of the transfer of risk, we will, providing we receive the notice of complaint within the period prescribed, at our own discretion, either repair the goods or provide replacement. We must always be given the opportunity of supplementary performance within a reasonable period of time. Any claims to recourse remain unaffected by the preceding regulation without limitation.

(4) Should the supplementary performance fail, Buyer can – notwithstanding any damage compensation claims – withdraw from the contract or reduce payment.

(5) Damage compensation claims cannot be made for only insignificant deviation from the agreed appearance and workmanship, for only insignificant detraction from usability, for natural wear and tear, for damages incurred after the transfer of risk due to incorrect or negligent treatment, excessive operational demands, improper equipment or due to external influences that were not expected according to the contract. Should Buyer or third parties undertake any improper maintenance work or changes, there are also no warranty claims that can be made for these and the resulting consequences.

(6) Buyer's claims to expenses incurred for supplementary performance, in particular transportation, travel, work and material costs are ruled out insofar as these expenses increase because the goods delivered by us have been subsequently moved to a location different to Buyer's premises unless the movement corresponds to the intended use.

(7) Buyer has recourse against us only insofar as Buyer has not made any agreements with his customers that go above and beyond the legally binding warranty claims. Para. 6 also applies accordingly for the scope of Buyer's claim to recourse against the supplier.

§ 11 Returns

(1) Returns will only be accepted following prior agreement and with our written consent.

(2) Returns must be sent to us with delivery paid; if they are sent back at our expense, they will not be accepted and sent back to the sender on the basis of refusal of acceptance.

(3) Each return will be issued a return number, which is to be included with the return in writing.

(4) In the case of a valid return, we reserve the right to credit the value of the goods, to replace the article or to set it off against another article.

§ 12 Miscellaneous

(1) This contract and all the legal relationships of the parties are subject to the law of the Federal Republic of Germany, with the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

(2) Place of performance and exclusive place of jurisdiction and for all disputes arising from this contract is our business location, insofar as nothing to the contrary ensues from the order confirmation.

(3) All agreements made between the parties for the purpose of fulfilling this contract have been written down in this contract.

(4) Should individual provisions of this contract be or become invalid or there is an omission, this will not affect the remaining provisions. The parties pledge to choose a legally valid provision to replace the invalid provision with a provision that comes closest to the commercial purpose of the invalid provision or eliminates the omission.

§ 13 Place of Jurisdiction

(1) The place of jurisdiction for both parts is 37603 Holzminden, insofar as nothing to the contrary has been agreed.

Eschershausen, in March 2014
Batterypartner GmbH
Schäferweg 6
D - 37632 Eschershausen

HRB 202694 – Local Court Hildesheim
Tax number: 31/201/29331 – Revenue Office Holzminden
Value-added tax-ID. no.: DE 274559090
Managing Director: Michael Hesse

Tel. +49 (0) 5534 3005680
Fax +49 (0) 5534 3005689
E-mail: info@batterypartner.de