

# General Terms and Conditions of Business of Volker Harasymiuk Consulting

## 1. Sphere of application

The sale of our goods and other services is subject exclusively to the following General Terms and Conditions of Business. Any differing terms and conditions of the customer are hereby expressly rejected.

Any agreements that differ from the Volker Harasymiuk Consulting General Terms and Conditions of Business require express written confirmation by Volker Harasymiuk Consulting in each individual case.

Our General Terms and Conditions of Business are deemed to be accepted by the customer without reservation no later than on acceptance of our goods or other services, even if previously rejected.

These General Terms and Conditions of Business only apply to companies as provided by Section 14 of the German Civil Code, not to consumers as provided by Section 13 of the German Civil Code.

## 2. Prices

Our prices are not binding. The applicable prices are those valid on the day of delivery or supply of goods or other services, plus VAT at the statutory rate. This is provided that no quotation has already been given in respect of our goods or other services supplied. Our prices cease to be binding on expiry of the applicability period specified in the quotation.

## 3. Transfer of risk, dispatch

Dispatch is at the risk of the customer. The risk is transferred to the customer on transfer of the goods to the carrier, but at the latest when the goods leave our premises.

## 4. Reservation of title

The supply of goods is subject to reservation of title. The goods supplied remain our property until payment in full of the purchase price and settlement of all existing or arising claims arising from the business relationship.

The customer is entitled to sell the goods subject to the reservation of ownership in the course of proper business, provided the customer fulfils its contractual obligations towards us. The right to pledge the goods or transfer ownership thereof by way of security is not granted. On sale of the goods subject to reservation of title, the customer assigns claims arising from the onwards sale against its customers, including all subsidiary rights, to us. The customer remains entitled to call on its rights assigned to us, until revocation. The customer is obliged to inform us on demand of the amount of any claims to which it is entitled, and the names of the third-party debtors.

If the goods subject to reservation of title are further processed, we are deemed to be the manufacturer and acquire ownership of the new item, without any claims arising for the customer from this assignment. If the processing is in combination with other materials, we shall acquire co-ownership of the manufactured item in the ratio of the gross invoice value of the goods subject to reservation of title to that of the other materials. In the case of a combination, blending or mixing with another item, if this is regarded as the main item, the co-ownership of the item is assigned to us in the amount of the gross invoice value of the goods subject to reservation of title.

## 5. Payment

Our invoices are payable without deduction within 30 of the date of invoice. If payment is made within ten days, we will grant a 2% discount. The effective date of payment is determined by the receipt of the amount for our disposal without reservation.

If the payment date is exceeded, or payment is made on time but incomplete, the customer shall be in arrears no later than 30 days from the due date and receipt of the invoice, even if no warning is given.

The customer may only offset the invoice with claims that are undisputed or have been legally determined, and may only exercise the right of retention in respect of claims arising from the same contractual relationship. Discounts withheld by the customer without authorisation will be claimed back.

## 6. Claims for defects

Claims for defects by the customer are always subject to the prerequisite that the customer's obligations to inspect and notify have been properly fulfilled.

Claims for defects by the customer must be submitted within 30 days of delivery of the items (limitation period).

## 7. Liability and warranty

Volker Harasymiuk Consulting is only liable in the case of malicious intent and gross negligence. It is furthermore liable for culpable breach of essential contractual obligations. In the case of slight negligent breach of essential contractual obligations, liability is limited to foreseeable damages, typical of this kind of contract.

Technically unavoidable variations in quality, colour, dimensions and weight are not grounds for complaint. Independent modifications or repairs to the items delivered by the customer or its agents, independently and without our written consent, shall release us from all warranty claims. Our liability in respect of third-party products is limited to the warranty claims to which we are entitled against the third-party supplier.

## 8. Place of performance, legal venue, applicable law, other

The place of performance for our services is the relevant place of dispatch. The place of performance for the customer's payment obligation is Gärtringen.

The relations between Volker Harasymiuk Consulting and the customer are subject exclusively to the law of the Federal Republic of Germany.

The invalidity of an individual provision of these General Terms and Conditions of Business shall not affect the validity of the remainder of our General Terms and Conditions of Business.

The foregoing General Terms and Conditions of Business are acknowledged by the customer on issuing of an order or acceptance of a delivery.

The legal venue for both parties is agreed as the district court (Amtsgericht) of Böblingen, or, if necessary, the regional court (Landgericht) of Stuttgart.