

General Terms and Conditions of Supply and Payment, BORNACK GmbH & Co. KG



1. Scope of application

The present General Terms and Conditions of Supply and Payment apply exclusively to legal transactions with entrepreneurs. Our General Terms and Conditions of Supply and Payment apply exclusively. They shall also apply to all future business relationships, even if they are not expressly agreed again. Your deviating terms and conditions shall not be applicable, they are hereby contradicted.

2. Quotation, order confirmation, price basis, costs of transport, packaging, insurance, small quantity surcharge

2.1 Our quotations shall be subject to change without notice and non-binding.

2.2 If we have not accepted your order by supply or service, we reserve the right to confirm orders placed with us in writing or by e-mail. In the event of us having confirmed an order, our order confirmation alone shall be decisive for the contents of the contract.

Supplements, amendments or side-agreements shall require our confirmation dispatched in writing or by e-mail in order to take effect.

2.3 If not confirmed to the contrary, our prices valid at the time of the conclusion of the contract plus the statutory turnover tax valid at the time in question shall be charged. If there are more than four months between conclusion of the contract and supply or service, we can use the net list prices valid at the time of supply or the time of the service plus the statutory turnover tax valid at the time in question as a basis. Prices stated in our price lists shall be deemed customary and suitable.

2.4 To the extent that nothing to the contrary results from the order confirmation, delivery ex works Ilsfeld/EXW Ilsfeld has been agreed. All costs for transport, packaging, dispatch and insurance of our products, as well as all dues and customs to be paid, shall be borne by you.

2.5 For small quantities, we reserve the right to charge small quantity surcharges. In such a case, our quotation or our order confirmation shall be decisive.

3. Scope of supply and service, part supplies and services, replacement authorisation

3.1 Either our unchanged quotation or our order confirmation shall be decisive for the scope of our services. Part supplies and part services shall be admissible to the extent that they can be reasonably expected.

3.2 If a product is no longer available or deliverable, we shall replace it by a product of the same kind and the same quality. The goods supplied on the basis of this replacement authorisation shall not be deemed defective. If you do not agree to this, we request that you make a note of this in the order.

4. Payment period, discount

4.1 To the extent not agreed to the contrary, our invoices shall be due for payment without deduction within 20 days of the invoice date.

4.2 If supply or rendering of the service is delayed by reasons for which you are answerable, invoicing shall take place upon notification of our readiness to supply or to render, albeit no earlier than on the original agreed date of supply or service.

4.3 Discounts shall no longer apply if due invoices are still open upon receipt of the discounted invoice amount. If you fall into arrears with the payment of one of our invoices, all other invoices which are still outstanding shall become due for payment immediately.

4.4 If payment periods are exceeded, cheques or bills are not honoured on your part, we shall be entitled to place all open claims - also stayed ones - due for payment immediately, to cease further supplies or services until performance of all our claims and to demand complete advance payment for orders which have not yet been performed or for new orders.

5. Rights of offset, rights of retention, ban on assignment, cheque payment, collection of payments

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5.1 Rights of offset and retention shall only accrue to you if your counterclaims are legally effective, undisputed or have been acknowledged by us. However, you can only claim these rights to the extent that your counterclaim is based on the same contractual relationship.

5.2 To the extent that cheques are accepted, this shall only be done as conditional payment.

5.3 The following applies to the SEPA company direct debit process: to facilitate payments and to accelerate order handling, the principal 14-day period for the information before collection of a due payment can be curtailed to one day before debiting.

5.4 If an essential deterioration of your economic situation becomes known to us following conclusion of a contract, for example an application for opening of insolvency proceedings, negative loan information or temporary arrears in payment, we shall be entitled to implement outstanding supplies or services only against advance payment or suitable collateral, in which context all and any supply or service periods shall be extended or deadlines postponed accordingly. If we have already supplied, we can demand immediate payment of our invoice.

5.5 If we are obliged to advance payment and if, following conclusion of the contract, circumstances become known to us according to which our claim to payment is jeopardised by your lack of solvency, we can, alongside the statutory claims, ban the resale and processing of the supplied goods on the basis of the retention of title agreed in Section 10 et seq., demand their return or assignment of indirect ownership of the supplied goods at your expense and also revoke the direct debit authorisation under the preconditions of Section 10.3. You here and now authorise us to collect the supplied goods in the aforementioned cases. As a supplement, we make reference to our rights reserved in Section 10.7 et seq.. Taking back the goods shall only portray a withdrawal from the contract if we expressly declare it.

5.6 In arrears in payment, we can cease fulfilment of our duties until receipt of the payments following written notification. Following suitable setting of a time limit, we shall also be entitled to withdrawal in such a case.

6. Ban on assignment

You are not entitled to assign claims from our business relationship, whatever the nature, to third parties. § 354 a German Commercial Code, shall remain unaffected.

7. Dispatch costs

If requested, we shall dispatch the goods insured at your risk and expense. If we are to dispatch the goods for you, we shall be entitled to charge a suitable advance payment amount for transport costs incurred. We shall settle this amount as soon as the actual transport costs have been charged.

8. Redemption clause

If you do not make a redemption provision, we shall be entitled to do this, § 366 German Civil Code shall not apply.

9. Passage of risk

To the extent that risk has not passed to you beforehand, risk shall pass to you at the latest as follows:

9.1 Passage of risk in collection, loading, hand-over

Risk shall pass to you as follows: either in collection, loading or upon hand-over to the haulier or freight forwarder, independent of whether we dispatch, you collect or we or you commission third parties and independent of whether freight prepaid, carriage forward or with a lump-sum for costs, also if part supplies are made.

9.2 Passage of risk in your acceptance or debtor's arrears

In the event of delays for which you are answerable in collection, loading, hand-over or to the extent that you fall into arrears in acceptance for any other reason, risk shall pass to you with the notification of readiness to supply.

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9.3 If you fail to accept the goods or reject acceptance following the expiry of a period of grace set for you, we shall have the right to withdraw from the contract or to demand damages on account of non-performance in accordance with the provisions of the following subsection.

9.4 If you fall into arrears in acceptance or culpably breach other cooperation duties, we shall be entitled to demand indemnification of damages incurred to this extent, including all and any additional expenditure. Further-reaching rights or claims shall remain reserved.

9.5 If the preconditions of Section 9.4 have been fulfilled, the risk of chance destruction or chance deterioration of the object of purchase shall pass to you at the time at which you have fallen into acceptance or debtor's arrears.

9.6 Goods reported as ready for dispatch shall be taken over without delay, otherwise we shall at our choice be entitled to dispatch them at your expense or to store them at costs customary in freight forwarding and at your risk. We shall also be entitled to the latter if dispatch taken over by us cannot be carried out through no fault of our own. The goods shall be deemed supplied one week after the start of the storage.

10. Collateral

Until fulfilment of all claims accruing to us or to Safepoint Sicherheitstechnik GmbH against you now or in future, whatever the legal reason, you shall grant us the following securities:

10.1 Retention of title

All goods supplied by us shall remain our property until complete payment and settlement of all claims from the business relationship (conditional commodities). This shall also apply to disputed and/or conditional claims. You shall be entitled to process the goods in the ordinary course of business and to sell them as long as you are not in arrears in payment.

In cases of breach of contract by you, in particular arrears in payment, we shall be entitled to take the conditional commodities back if we have granted you a suitable period for payment and have withdrawn from the contract following a fruitless expiry. The statutory provisions on dispensability of setting a time limit shall remain unaffected.

Taking back the object of purchase by us shall mean withdrawal from the contract. After the object of purchase has been taken back, we shall be authorised to exploit it. The exploitation yield shall be offset against your liabilities, less suitable costs of exploitation.

10.2 Extended retention of title

10.2.1 You shall be entitled to resell the conditional commodities in the ordinary course of business if you are not in arrears in payment and the claims from the resale according to Sections 10.2.2 and 10.2.3 pass to us.

10.2.2 You here and now assign the claims resulting from the resale or from any other legal reason to us to the complete amount by way of security. We hereby accept the assignment. The claims assigned to us shall serve to secure our claims to the same extent as the conditional commodities. To the extent that we include our claims in a current account relationship with you, the advance assignment shall also extend to the matching balance claim.

10.2.3 If the conditional commodities are sold by you together with goods not supplied by us, the assignment of the claim from the resale shall only apply to the amount of our invoice value for the conditional commodities in question. In sale of goods to which we have shares of co-ownership pursuant to Section 10.9, the assignment of the claim shall apply to the amount of these shares of co-ownership.

10.2.4 If requested by us, you shall be obliged to give us the information necessary for us to make our claims and to hand over all the necessary documents. Other disposals, in particular pledging or transfer by way of security, of our conditional commodities shall not be permitted for you.

10.2.5 If a deterioration of your assets occurs or if you become insolvent, the entitlement to resell our conditional commodities shall expire. Resale in such a case shall only be admissible if you provide us with suitable collateral in advance.

10.3 Authorisation collection of claims, revocation direct debit authorisation, no other assignment, notification of third-party interventions

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10.3.1 We revocably authorise you to collect the assigned claims in your own name for our account. This authorisation to collection can only be revoked if you are in arrears with your payment obligations or protests against cheques and bills, cessation of payments or negative information about you become known to us.

10.3.2 You are not authorised to other forms of assignment. You are entitled to collect these claims as long as you comply with your payment obligations. You shall notify us without delay of seizures and other interventions by third parties by which our property or rights is/are affected.

10.4 Proof of customer

If we so request, you shall be obliged to prove the claims acquired against third parties according to point 10.2 individually and to notify the subsequent acquirers of the assignment with the request that they only pay to us. We shall at any time be entitled to notify the subsequent acquirers of the assignment and to make collection of the claims ourselves.

10.5 No authorisation to collection in insolvency

This collection authorisation shall be deemed revoked if an application for opening of insolvency proceedings against your assets or for provision of information about your assets is made.

10.6 Release of collateral

We undertake to release the collateral accruing to us upon application to the extent that the realisable value of our collateral exceeds the claims to be secured by more than 10%; the selection of the collateral to be released shall be a matter for us.

10.7 Authorisation to take goods

10.7.1 To secure our property rights, in particular in arrears in payment, you grant us or third parties commissioned by us the right to enter your premises or your business rooms for the purpose of collecting the goods sold to you and to take goods in our ownership away. The same shall apply if our goods are to be collected from customers of yours.

10.7.2 To avoid unnecessary costs, you agree to and expressly approve this mode of procedure.

10.7.3 You are obliged to reimburse us for all additional expenditure and costs incurred in connection with making our claims to return or collection of our material.

10.8 Processing or re-shaping of the object of purchase by the customer shall always be done on our behalf. If the object of purchase 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 purchase (final invoice amount, including VAT) to the other processed objects at the time of processing. In addition, the same shall apply to the object originating from the processing as for the conditional object of purchase.

10.9 If the object of purchase is inseparably blended with other objects not belonging to us, we shall acquire co-ownership to the new object in the ratio of the value of the object of purchase (final invoice amount, including VAT) to the other blended objects at the time of the blending. If blending is done such that the customer's object is to be regarded as the principal object, it shall be deemed agreed that the customer assigns co-ownership to us pro rata. The customer shall keep the sole or co-ownership originating in this way on our behalf.

11. Liability for defects, warranty

Your rights from defects shall presuppose that you have properly complied with your examination and notification duties owed according to § 377 German Commercial Code.

We shall assume no liability for wear and tear as a result of normal use or for defects caused by improper use, improper treatment, incorrect storage and also by failure to comply with the manufacturer's, assembly or use instructions. The warranty right shall expire both in the event of improper treatment by you and also by third parties commissioned by you.

We shall be liable for defects in supply as follows, ruling our further claims and notwithstanding Section 11.4.2:

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11.1 Notification duty for obvious and recognisable defects

You shall examine the goods and their packaging without delay upon supply or collection, even if samples or specimens have already been sent to you. Obvious and recognisable defects, defective quantities and wrong supplies shall be notified in writing without delay, albeit in any case before resale or processing; otherwise making claims from warranty shall be ruled out. Dispatch of the notification in good time shall suffice to comply with the period. We can only verify your notification of defects if you provide the goods giving rise to complaint to us immediately. If you fail to comply with these obligations or make amendments without our consent to goods about which a complaint has already been made, you shall lose all and any rights on account of an alleged defect in quality.

11.2 Notification duty for non-apparent defects

Non-apparent defects shall be deemed approved if they have not been notified to us in writing without delay following discovery. Dispatch of the notification in good time shall suffice to comply with the period.

11.3 Onus of proof in notifications of defects, reimbursement of expenditure

You shall bear the total onus of proof for all preconditions of claims. If a notification of defects is unjustified, you shall bear the expenditure incurred by us.

11.4 Subsequent performance, unpunctual subsequent performance

If a defect to the goods exists, the following rights shall accrue to you:

11.4.1 For justified notifications, you shall, at your choice, have a claim to subsequent performance in the form of remedying of the defect or of supply of new defect-free replacement goods. In the event of remedying of the defect or replacement supply, we shall be obliged to bear all the expenditure necessary for the purpose of subsequent performance, in particular transport, travel, work and material costs, to the extent that they are not increased by the fact that the object of purchase has been taken to a place other than the place of performance.

In the event of inessential defects, withdrawal and rejection of inspection or acceptance shall not apply.

11.4.2 If subsequent performance fails, you shall, at your choice, be entitled to demand withdrawal from the contract or reduction of price. Over and above this, no further claims shall accrue to you, also not for indemnification of damages from arrears.

11.4.3 Claims from defects shall not exist with only an inconsiderable deviation from the agreed properties and only inconsiderable impairment of usefulness. Proof of a defect shall be a matter for you.

11.5 Legal consequences of grossly negligent or deliberate breaches of duty

11.5.1 We shall be liable according to the statutory directives if you make claims to damages based on malice aforethought or gross negligence, including malice aforethought or gross negligence of our representatives or vicarious agents. To the extent we are not liable for breach of contract by malice aforethought, liability for damages shall be limited to the foreseeable damage typical for the contract.

11.5.2 We shall be liable according to the statutory directives if we culpably breach a cardinal contractual duty; however, in this case too, the liability for damages shall be limited to the foreseeable damage typical for the contract.

A cardinal contractual duty shall exist if the breach is relative to a duty in performance of which you have trusted and were also allowed to trust.

11.5.3 To the extent that a claim to indemnification in lieu of performance accrues to you on account of a negligent breach of duty, our liability shall be limited to indemnification of the foreseeable damage typically occurring.

11.5.4 To the extent not regulated to the contrary above, liability has been ruled out. We shall not be liable in the event of a negligent breach of inconsiderable contractual duties.

11.5.5 Total liability

11.5.5.1 A further-reaching claim to damages than provided for in Section 11 has been ruled out – without regard for the legal nature of the claim made. This shall in particular apply to claims to damages from culpa in

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contrahendo, on account of other breaches of duty or to claims to indemnification of property damage according to § 823, German Civil Code, from tort.

11.5.5.2 The limitation according to 11.5.5.1 shall also apply to the extent that you demand reimbursement of vain expenditure instead of a claim to reimbursement of damage in lieu of performance.

11.5.5.3 To the extent that liability for damages has been ruled out or limited towards us, this shall also apply with a view to the personal liability for damages of our employees, salaried staff, fellow-workers, representatives and vicarious agents.

11.6 Barring

Claims from defects in quality not based on a purchase of consumables shall be barred, if we cannot be accused of deceit, no later than one year from passage of risk, that can be the time of collection, delivery, acceptance, hand-over, notification of readiness for dispatch, dispatch of the notification of completeness, the actual commissioning of the actual start of use.

11.7 Limitation of liability and barring

The aforementioned limitations of liability and barring shall not apply to claims from product liability or from injury to life, limb and health. Statutory limitations of liability shall remain unaffected.

11.8 Claims to restitution according to § 478, German Civil Code

Claims to restitution by you as the customer against us as the supplier according to § 478, German Civil Code, shall only exist to the extent that you have not made any agreements exceeding the statutory claims to liability with your customer.

The period of barring in the event of recourse in delivery according to §§ 478, 479, German Civil Code, shall remain unaffected.

If you are the last distributing dealer for the consumer, the period for barring shall end no later than two months after the point in time at which you have fulfilled the consumer's claim.

If you are not the last distributing dealer for the consumer, a preclusive period of 18 months shall apply to the barring of all claims not subject to barring on account of a defect in the object. It shall commence from knowledge of the damage and the person of the damaging party.

11.9 Statements in sales documents, internet appearance

11.9.1 Our statements in sales documents, in the internet appearance, in catalogues, brochures and also in references to diagrams or illustrations shall only serve more detailed product description or product identification and shall not contain property information or assurances of properties. The same shall apply to the supply of samples or specimens.

A property shall only be deemed assured if the assurance of property has expressly been identified, agreed and confirmed in writing as such. Only our order confirmation shall be decisive for this.

11.9.2 To the extent that we refer to registrations or certifications, this means that our products fulfil the preconditions for the registration or certification in question to the scope demanded and under the requirements presupposed for the registration or certification.

But this does not mean that our products also fulfil the purpose of use specifically intended by them merely on the basis of a registration or certification.

11.9.3 Image or diagram portrayals for possible or actual use of our products are merely exemplary and only serve visualisation of the possibilities of use. No kind of legally binding assurance with a view to the nature, possible or admissible form of use or application shall accrue to them.

11.9.4 Information on a certification or registration shall not release you as the user from the duty to acquaint yourself with all the technical and statutory requirements of constructions, stability, purposes of use or application.

11.9.5 Our products are always to be used by you observing the specific static requirements, local situation and the specific official or statutory requirements in the case in question.

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11.9.6 You are obliged to comply with or to observe all the technical, official or statutory requirements relevant for the specific use.

11.9.7 We expressly make reference to the fact that you alone as the user of our products are obliged to comply with the relevant norms, in particular the DIN or EN norms, and also to comply with all official requirements and statutory regulations, in particular the rules on operational and industry safety, with particular observation of the accident prevention directives.

11.9.8 In addition, you as the user of our products are responsible for the intended use and maintenance of the operational safety of the products, in particular by proper maintenance and regular examination. We offer to have your products regularly examined and maintained by us according to our requirements within the framework of a maintenance or service contract to be concluded separately.

11.9.9 As a supplement, our statements in the product description or instructions for use are always to be observed.

11.10 Defective instructions for set-up and use

Defective instructions for set-up or use are only a slight, inconsiderable breach of duty. Here, you only have a claim to supply of defect-free instructions for set-up or use if proper use of our products is not possible otherwise.

11.11 Production-induced deviations

Production-induced deviations from samples, trial and preliminary supplies shall not portray a defect as long as the norms valid at the time in question are complied with.

11.12 Binding written information

Statements or technical information from our employees are voluntary services free of charge and without obligation. In this case as well, our written or the manufacturer's written statements shall apply exclusively. All statements by our employees deviating herefrom shall only be legally binding with our written confirmation.

11.13 Consultancy

Consultancy concerning the application shall presuppose that you have completely informed us of all the circumstances essential for the consultancy and of all the requirements of a factual and legal nature. Under these preconditions, application consultancy shall be given to the best of our knowledge on the basis of our information from research, development and experience. Application consultancy is only binding if we have given it in writing.

Statements and information from us on suitability, use and application or our products with you shall not release you from your own tests and examinations as to whether the use planned by you or the use of our products can also be implemented in situ.

11.14 Representation power

Our field service employees are authorised to accept orders, but not to accept further declarations of intent from the customer and also not to conclude contracts of any kind or to make any other kind of legally binding declarations on our behalf.

12. Return deliveries

Return deliveries shall only be possible with prior written consent from us.

13. Binding supply and service periods, supply and service dates, arrears in acceptance

Our supply and service periods and dates shall only be binding if they have been confirmed by us in writing as being binding. Your fixed dates or periods are contradicted.

13.1 Statement of supply and service periods, supply and service dates, scope of supply and service

Our order confirmation alone shall be decisive for supply and service periods, supply and service dates and the scope of supply and service. Supply and service periods or supply and service dates stated by us shall otherwise

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be non-binding and shall state the prospective date of dispatch or collection of the goods from our registered office in Ilsfeld or the branch establishment stated in the order confirmation or the prospective service date, as the case may be.

13.2 Compliance with supply periods, supply dates

A supply period or a supply date confirmed in writing shall be deemed complied with if

- we have notified you of provision or completion or readiness for dispatch of the goods by the delivery date or by the expiry of the delivery period,
- the goods have left our registered office in Ilsfeld or the location of the branch establishment stated in the order confirmation or have been provided to the haulier, the freight forwarder or the person otherwise intended for dispatch such that a punctual supply can be expected under normal circumstances.

13.3 Precondition for compliance with period and date

Compliance with any period or date shall be under the cumulative conditions that you present all the documents to be provided, specifications and releases to be notified as well as all and any necessary approvals in good time and make the agreed payments, in particular and also the transport costs according to Section 7, in good time and completely and are not in arrears with payments. If this is not the case, the periods or dates shall be extended in accordance with the delay for which you are answerable.

13.4 Extension of period in force majeure

If we cannot comply with periods or dates due to unforeseen and unavoidable incidents, for example war, warlike situations, lack of energy or raw materials, weather conditions, sabotage, strike or lock-outs (force majeure) and also due to any other disturbances of operations or official effects for which we are not answerable, the contractual periods or dates shall be extended suitably.

For the duration of the existence of force majeure or of disturbances of operations or official effects for which we are not answerable, we shall be released from our duty to supply and service. This shall also apply if the force majeure or the disturbances of operations or official effects for which we are not answerable occur during arrears already in existence.

13.5 Arrears in supply or service

We shall be in arrears in supply or service if you have set us a suitable period of grace after the expiry of 2 weeks after the non-binding supply or service period or date and it has expired fruitlessly. Liability resulting herefrom shall be limited to the cases of deliberate and grossly negligent breaches of contract.

Until arrears in supply or service occur, you can neither undertake replacement procurement nor withdraw from the contract.

13.6 We shall be liable according to the statutory directives if the arrears in supply or service are based on a deliberate or grossly negligent breach of contract for which we are answerable. To the extent that the arrears in supply or service is based on a grossly negligent breach of contract for which we are answerable, our liability for damages shall be limited to the foreseeable damage typically occurring.

13.7 We shall also be liable according to the statutory directives to the extent that the arrears in supply or service for which we are answerable are based on a culpable breach of a cardinal contractual duty; but in such a case, the liability for damages shall be limited to the foreseeable damage typically occurring.

13.8 Apart from this, we shall be liable as follows: in non-compliance with a binding period for reasons for which we are answerable, you can demand default reimbursement for each completed week of the delay of 0.5 per cent up to the total amount of 5 per cent of the value of the part of the supply or service with which we have fallen into arrears, to the extent that damage can be proven to have been incurred by you as a result of the arrears.

13.9 Your right to withdrawal following a fruitless expiry of a suitable period of grace set for us shall remain unaffected. If so requested by us, you shall be obliged to declare within a suitable period whether you are withdrawing from the contract on account of the delay in supply or service and/or are demanding damages in lieu of supply or service or insist on the supply or service.

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14. Right of withdrawal in cheque or bill protests, cessation of payment, negative information, liquidated damages

14.1 We shall be entitled to withdraw from the contract if cheque or bill protests, cessations of payment, negative information about you become known to us.

14.2 If we declare withdrawal for these reasons, liquidated damages to the amount of 20% of the net order value shall accrue to us. You shall have the right to prove to us that no damage has been incurred or not to this amount. You cannot claim any further rights.

15. Possibilities of organisation in technical or raw material difficulties for which we are not answerable

In the event of unforeseeable technical or raw material procurement difficulties for which we are not answerable, we shall be entitled to withdraw from the contract. In such a case, no further unilateral or mutual claims shall exist.

16. Technical progress

Changes serving technical progress can be made at any time.

17. Copyright, right of use, disposal and exploitation rights, forwarding of documents, data and plans to third parties

17.1 We unrestrictedly reserve all rights to all documents and data notified to you, in particular to quotations, estimates, technical diagrams, models and samples, all illustrations, plans (hereinafter: documents, data and plans), in particular our disposal and exploitation rights from property and copyright law.

If we provide documents or supplies to which we have industrial property rights, patent rights or a copyright to you, we grant you a non-exclusive right of use thereto for the contractual purposes.

17.2 All documents, data and plans from us may only be made accessible, provided to third parties, copied, reproduced or transferred to data media with our prior written consent. All our documents, data and plans as well as copies thereof shall be returned following the end of the order, otherwise immediately and completely.

17.3 In special productions, the customer shall examine the extent to which the workpieces commissioned are free of third parties' property rights. If third parties' rights are impinged in the performance of the order placed by the customer, the customer shall indemnify us against all claims made by third parties to the complete extent.

17.4 In international transactions, we shall assume no liability for the freedom of the goods from third parties' rights and claims not known to us. The examination of the property right situation in the destination country shall exclusively be a matter for the customer. To the extent that existing property rights are known to the purchaser, he shall notify us thereof without delay.

17.5 We shall remain owner of all development results connected with our objects of supply. To this extent, rights of use are not assigned to the customer. In addition, we reserve the right to unlimited use of all models and tools produced by us or by our order in connection with the customer's order in question and which remain in our ownership.

18. Place of performance

The place of performance shall, at our choice, be our company's registered office or the branch establishment or supply office in question.

19. Exclusive place of jurisdiction

The exclusive place of jurisdiction, also in cheque, bill and document proceedings, shall be Heilbronn in the case of the parties being fully-fledged merchants, public-law entities or public-law funds. The same shall apply if the purchaser does not have a general place of jurisdiction within Germany or has moved its residence or customary abode outside Germany following conclusion of the contract or its residence or customary abode is not known at the time of initiation of proceedings.

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General Terms and Conditions of Supply and Payment, BORNACK GmbH & Co. KG



20. No UN purchase law

The law of the Federal Republic of Germany shall apply exclusively or primarily as the case may be. UN purchase law shall not be applicable.

21. Data protection, data security

21.1 We record your personal data exclusively for the purpose for which you provide your data. Your personal data are only used within the BORNACK Group, this being BORNACK GmbH & Co. KG and SAFEPOINT Sicherheitstechnik GmbH, observing the data protection directives to be complied with.

If you input personal data such as your name, your address or communication information such as telephone or fax numbers or e-mail addresses on our internet sites, this is done exclusively on a voluntary basis in each case. To the extent possible, you can make use of the contents and services offered on our websites without a statement of personal data.

21.2 You agree and authorise us to process, store and evaluate the data received in connection with the business relationship observing the data protection directives to be complied with within the BORNACK Group, this being BORNACK GmbH & Co. KG and SAFEPOINT Sicherheitstechnik GmbH.

Your personal data are neither made accessible nor sold to third parties.

21.3 Revocation of the approval

You can revoke use, processing and transmission of your data for marketing purposes of the Bornack Group, this being BORNACK GmbH & Co. KG and SAFEPOINT Sicherheitstechnik GmbH, with an effect for the future at any time by notification to:

BORNACK GmbH & Co. KG
Bustadt 39
74360 Ilsfeld

Fon +49 (7062) 26900 - 0
Fax +49 (7062) 26900 - 550

or by e-mail to:

info@bornack.de

Use of your data for marketing purposes of the Bornack Group, this being BORNACK GmbH & Co. KG and SAFEPOINT Sicherheitstechnik GmbH, is in harmony with the requirements of data protection law.

21.4 Right to information

At any time, you have the right to demand information about the personal data stored with us with a view to your person.

21.5 Our data protection declaration and further-reaching data protection references can be accessed on our homepage under <http://www.bornack.de/impressum>. They apply as a supplement.

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