

I. SCOPE OF APPLICATION

- (1) These general sales and delivery conditions of Relytex GmbH & Co. KG ("Relytex") apply exclusively. General terms and conditions contradicting or deviating from our terms and conditions of sale and delivery (for example provisions) of the customer do not apply unless Relytex has expressly agreed to their validity in writing. All offers, order acceptance and deliveries by Relytex are made exclusively on the basis of these general sales and delivery conditions. conditions and apply when the order is placed, at the latest when the delivery is accepted for the duration of the entire business connection as agreed or accepted. All agreements between Relytex and the customer regarding the implementation of the implementation of this contract is set out in writing in these terms and conditions of sale and delivery.
- (2) These terms and conditions of sale and delivery also apply if Relytex makes delivery to the customer without reservation in the knowledge of conflicting or deviating terms and conditions of the customer from Relytex's general terms and conditions of sale and delivery executes.

II. OFFER, OFFER DOCUMENTS, ORDER ACCEPTANCE

- (1) The offers of Relytex are subject to change and non-binding. Verbal agreements or understandings with employees of the Relytex are only binding if they are confirmed in writing by Relytex. Is an order from the customer as an offer for To qualify the conclusion of a purchase contract, Relytex can do this within two weeks by sending a written or accept an order confirmation by fax. If the customer's contract offer (order) is received electronically, a confirmation of receipt in the same way does not yet represent a binding acceptance of the customer's contract offer. To be legally valid, order acceptances require written confirmation by Relytex (sufficient by email or fax). The customer is not entitled to any rights of revocation.
- (2) The contract is concluded subject to the correct, timely delivery by the supplier. In addition, point IV referenced.
- (3) Information in Relytex brochures such as photos, drawings and / or other specifications are only approximate and only effective for Relytex after express written confirmation. Drawings, sketches, representations and other documents, in particular those written documents that are designated as "confidential", remain the property of Relytex and may not be passed on to third parties without the express consent of Relytex. Relytex reserves the right to images, drawings, technical descriptions, production and functional sketches as well as other documents in the sense of technical documentation Property rights and copyrights. The customer assumes unlimited liability that the provision of drawings by the customer does not infringe any patent rights or copyrights of third parties.

III. PRICES, TERMS OF PAYMENT

- (1) Unless otherwise stated in the order confirmation, the prices of Relytex "ex works" (EXW, ex works according to Incoterms 2000 - 6th revision) apply exclusively.
- (2) The legally applicable sales tax is not included in the prices; it is shown separately in the invoice in the applicable statutory amount on the day of invoicing. The deduction of a discount requires a special written agreement. As a rule, prepayment is agreed. A pro forma invoice will be sent to the customer for this. Unless otherwise stated in the order confirmation and / or invoice (prepayment and payment terms), the purchase price (without deduction) is due and payable within 8 days of receipt of the invoice. If the customer defaults on his payment obligations, Relytex is entitled to charge the customer an appropriate fee of at least EUR 5.00 for each reminder, unless the customer can prove that the costs actually incurred are lower. If the due dates are exceeded or if there is a deferral, Relytex is entitled to charge due or deferred interest i. H. v. to request 8 percentage points annually above the respective base rate of the European Central Bank, but at least 8 percent.
- (3) Payments are only considered to have been made when the amount is finally credited to a Relytex account and via the Amount can be disposed of. Bills of exchange are not accepted for payment. Discount and collection charges, protest costs are borne by the customer. All orders are accepted on condition that the buyer is able to pay the purchase price in full. If this prerequisite is not or no longer met (this is assumed if there is unfavorable information about the customer's financial situation and payments are not made within the agreed payment term), Relytex can demand immediate cash payment before delivery of the goods regardless of the agreed payment date. In the event of a significant deterioration in the customer's financial situation after conclusion of the contract or in the event of a payment arrears, Relytex has the right to withdraw from the contract and can demand immediate settlement of all due and not yet due claims. If Relytex makes use of the right of withdrawal, the customer has Relytex the to reimburse lost profit and the expenses incurred with regard to the order placed, in particular with regard to the amount of work carried out. Payments must be made exclusively to Relytex.
- (4) The customer is only entitled to offset, even if notices of defects and / or counterclaims are asserted, if the counterclaims have been legally established, are undisputed or recognized by Relytex. The customer is only authorized to exercise a right of retention if his counterclaim is based on the same contractual relationship.

IV. DELIVERY TIME, DELAY IN DELIVERY, DELIVERIES

- (1) Relytex's obligation to deliver on time presupposes correct, timely self-delivery by the supplier. This applies in particular in the event that a delivery is made despite the conclusion of a congruent covering transaction, for which Relytex however does not is obliged to fail due to lack of product availability on the market, etc.; this always applies if the non-delivery is not by Relytex is to be represented as well as in general impossibility. The customer will then be informed immediately (unavailability; impossibility), especially in the case of a firm deal. In such a case, Relytex is released from its obligation to perform, provided that no substitute agreements are made; Any payments already made will be reimbursed immediately.
- (2) There are no fixed delivery times unless otherwise stipulated in the contract. If the underlying purchase contract is a firm deal in accordance with the provisions of the German Civil Code (BGB) or in accordance with Section 376 of the German Commercial Code (HGB), Relytex is liable, insofar as IV 1. does not apply to the statutory provisions, unless these are restricted or excluded. This does not apply if the customer has not indicated the existence of a firm deal in writing prior to the conclusion of the contract.
- (3) Relytex is liable according to the statutory provisions, unless excluded or limited, if the delay in delivery is due to an intentional or grossly negligent breach of contract for which Relytex is responsible and the customer can assert that his interest in further contract fulfillment is no longer applicable. If the delay in delivery is not based on an intentional breach of contract for which Relytex is responsible, Relytex's liability for damages is limited to the foreseeable, typically occurring damage. Any liability for slight negligence is excluded.

(4) Relytex is also liable in accordance with the statutory provisions insofar as the delay in delivery for which Relytex is responsible is based on the culpable breach of an essential contractual obligation. In this case, however, the liability for damages is limited to the foreseeable, typically occurring damage, i.e. in the event of liability according to IV, section 2, Relytex is liable in the event of a delay in delivery for each completed week of delay within the framework of a flat rate compensation of 0.1 % of the delivery value, but no more than 1% of the delivery value.

(5) Any loss of profit, in particular liability for income that can usually be achieved with the product (s) sold, is excluded.

(6) As far as possible, the quantity ordered by the customer will be delivered. Any difference in quantity resulting from the delivery note or the invoice must be reported to Relytex in writing immediately, but no later than 3 working days after receipt of the goods. Part deliveries are permitted.

(7) Relytex is entitled to deliver goods of equal value (Tec textiles, transmitters, black boxes, etc.) than those specified in the order confirmation in the event that the originally designated goods are not available or deliverable. Relytex informs the customer of this before delivery and grants the customer the right to cancel the order. Claims for damages or contractual performance claims are mutually excluded in such a case.

(8) If Relytex is caused by force majeure, strikes, lockouts or unforeseen events that could not be avoided despite the reasonably expected precautionary measures - regardless of whether they occurred in the Relytex company or at a supplier - such as operational disruptions, delays the transport and incorrect and timely delivery by delivery

If the supplier is prevented from fulfilling our delivery obligation, the delivery period is extended appropriately - even if there is a delay in delivery.

If such events subsequently make delivery impossible or unreasonable for Relytex, Relytex is entitled to withdraw from the contract in whole or in part. IV Clause 1 remains unaffected by this.

V. TRANSFER OF RISK

(1) Delivery is always at the risk of the customer. With the delivery of the shipment to the transport company, at the latest when it leaves the Relytex factory or warehouse (in the case of drop shipments from the factory or warehouse of the pre-supplier) or when the shipment is made available for collection by the customer and notification of this, the risk is transferred to the customer above. This also applies in the event that Relytex takes over the transport costs (EXW - Exworks according to Incoterms 2000 - 6th revision). Even in the case of deliveries with the erection or assembly of a tarpaulin, the risk is transferred to the customer on the day of acceptance / acceptance or, if agreed, after a fault-free trial run.

(2) If the dispatch is delayed at the request or through the fault of the customer, Relytex will store the goods at the customer's expense and risk. In this case, the notification of readiness for dispatch is the same as dispatch.

(2.1) Relytex will only take out transport insurance if specifically instructed in writing and at the customer's expense.

(2.2) The customer will dispose of delivered electrical devices at the end of their use at their own expense and in accordance with statutory regulations. The customer exempts Relytex from the take-back obligation as well as related claims of third parties (§ 10 Abs. 2 ElektroG)

VI. OBLIGATIONS OF THE CUSTOMER / REPRESENTATION AND EXAMINATION OBLIGATIONS

(1) The customer shall ensure that the product is properly delivered to the agreed delivery location at the scheduled delivery time. can be delivered. If the customer is in default of acceptance, Relytex is entitled to compensation for the resulting damage desire; with the occurrence of default in acceptance, the risk of accidental deterioration and accidental loss passes to the customer.

(2) The customer is obliged to check that the delivered products are complete and obvious immediately after delivery

Check the intactness (also with regard to the documentation). Unless special requirements have been communicated and accepted by Relytex, the incoming goods inspection at the customer's must be carried out properly and with the utmost care.

(3) The customer must immediately notify Relytex of any defects in accordance with Section 377 (1) of the German Commercial Code (HGB). If the immediate failure

The fictitious approval of Section 377 (2) of the German Commercial Code (HGB) applies to searches and complaints. This does not apply if it is hidden, difficult in the

Defects recognizable within the scope of the usual inspection are dealt with (Section 377 (3) HGB). In such a case, the notice period begins with Recognizing the defect. For non-merchants, the notice period only applies to obvious defects and is two weeks.

(4) In the event of any complaints by the customer, the customer enables and grants Relytex and its staff access to the corresponding devices / rooms or systems.

VII. DEFECTS

(1) Minor color, size, weight, quantity and construction deviations or other insignificant changes are no defects and are accepted by the customer and are permissible as long as these can be expected of the customer; the respective The delivery is deemed to have been made in accordance with the contract.

(2) Defects in part of the delivery do not entitle the customer to complain about the entire goods.

(3) Relytex is not liable for errors that arise from prior information provided by the customer or a third party commissioned by the customer

Information or submitted documents. This also applies to errors caused by the customer or one of the customer

information provided or documents submitted to commissioned third parties arise. This does not apply, however, if incorrect information or errors are obvious to Relytex and this results in Relytex's obligation to provide information and / or to provide information, which by

Relytex can be culpably violated, whereby the liability is limited to intent and gross negligence.

VIII. LIABILITY FOR DEFECTS; GUARANTEES

(1) The customer's claims for defects presuppose that the customer can claim according to VI. Clauses 2 and 3 of these General Terms and Conditions of Sale and Delivery

as well as inspection and complaint obligations owed in accordance with Section 377 of the German Commercial Code (HGB).

(2) The customer bears the costs of the journey there and back, which are necessary to check the defect complained about, before the start of the journey and after the invoice has been issued by Relytex. If Relytex recognizes the defect complained about after reviewing it and corrects the defect, Relytex will reimburse the customer for the costs already incurred. Otherwise a reimbursement will not be considered.

(3) If there is a defect in the purchased item, Relytex is entitled, at its discretion, to subsequent performance in the form of a defect removal or to the delivery of a defect-free item. All expenses required for the purpose of subsequent performance, in particular transport, travel, labor and material costs, are borne by the customer, provided that the upstream supplier or manufacturer does not assume the aforementioned costs in a written declaration to Relytex. This applies in particular if the expenses increase as a result, that the goods were brought to a location other than the place of performance.

(4) If the supplementary performance fails, the customer is entitled, at his option, to withdraw from the contract or to demand a reduction in price. Relytex adheres

according to the statutory provisions, provided that the customer asserts claims for damages based on intent or gross driving

negligence, including willful intent or gross negligence on the part of the representatives or vicarious agents of Relytex. So far Relytex is not charged with an intentional breach of contract, the liability for damages is limited to the foreseeable, typically occurring damage. If the customer is entitled to compensation for damage instead of performance, Relytex's liability is limited to compensation for foreseeable, typically occurring damage. Unless otherwise stated above

otherwise liability is excluded. Liability for culpable harm to life, body or the

Health remains unaffected; this also applies to mandatory liability under the Product Liability Act.

(5) Claims for defects on the part of the customer are excluded if the defect arises from the fact that the goods delivered were improperly transported, stored, treated or processed. Furthermore, claims for defects do not exist in the case of natural wear and tear.

(6) The limitation period for claims for defects is 12 months, calculated from the transfer of risk.

(7) The customer may only service and maintain the delivery item during the limitation period for claims for defects by qualified specialist companies. The customer ensures that unauthorized persons have no access to the tarpaulin.

(8) If Relytex has fraudulently concealed a defect or has assumed a guarantee for the quality within the meaning of the relevant provisions of the German Civil Code, statutory provisions on liability for material defects and defects of title and their statute of limitations remain unaffected.

(9) Performance descriptions for the products sold do not represent any guarantees as such. Relytex is not a technical manufacturer of the products sold by Relytex.

(10) If the manufacturer of the products or a third party in the supply chain provides a guarantee in addition to the statutory rights, these will be passed on to the customer. Relytex does not assume any obligations from such guarantees given by the technical manufacturer.

Written guarantees given by Relytex remain unaffected.

(11) Claims of the customer from manufacturer guarantees are to be asserted exclusively against the manufacturer. To preserve The customer turns to the manufacturer's warranty claims in the event of defects falling under the warranty directly to the manufacturer or the third party and has to observe the warranty provisions of the manufacturer or the third party.

IX. EXTENDED LIFE WARRANTY

(1) Relytex guarantees its customer ("contractual partner") on the basis of this guarantee that the product: "sensor tarpaulin" with all associated "alarm information system components", provided that the customer purchases a complete system, is appropriate and proper assembly according to VIII No. 2 as well as proper and intended use for a period of 1 year from the point in time defined under VIII No. 4 or in the case of an extension of the guarantee period by Relytex,

Speaking longer, the metallic and textile components are free from processing and material defects. With exception of Wear parts. The assertion of the guarantee by third parties is not possible.

(2) For assembly / installation and operation, the provided product description and assembly instructions apply, which are prescribed by law. written and / or generally recognized standards and rules.

(3) Services with regard to checking the suitability of the subsurface (truck tarpaulin) for installing the sensor tarpaulin with attaching the alarm information system and assembly are not provided by Relytex; these are to be provided by the manufacturer.

(4) The guarantee period begins with the proven date of purchase or, if required, with the date of the acceptance report. In the event of a later or simultaneous resale by the customer to a third party, the warranty period does not start anew to run. If, despite proper planning, normal intended use and operation, damage occurs within the Warranty period, the following applies:

(a) Within the scope of this guarantee, Relytex undertakes to cover the defective product or if only parts thereof are affected these, to exchange.

(b) All replaced products or parts become the property of Relytex.

(c) The guarantee is limited to the subsequent delivery of the defective parts or the product within the guarantee period.

(d) Relytex grants a guarantee for replaced products or parts thereof for a period of ninety days from the date of dispatch or until the expiry of the original guarantee period, whichever is longer.

(e) Any statutory warranty or liability claims, unless excluded, remain unaffected.

(5) The obligation to provide a guarantee does not apply if the damage was caused by incorrect storage before and occurred during assembly, installation, planning, unsuitability of the ground or handling / operation of the product or in connection with extraordinary stress (e.g. storm damage, exposure to instability of the subsurface, special chemical or biological effects or corrosion), it unless it can be proven that the damage was not caused by this, but essentially by a material or construction defect. The obligation to provide a guarantee

also does not apply if the damage is covered by insurance against storms and similar events or can usually be insured. This guarantee is no longer valid if the product is installed, connected or operated with accessories other than the original accessories approved by Relytex. Purchased individual parts are excluded from the guarantee

the "sensor tarpaulin and alarm system components"; it is rebuttably presumed that individual parts of the system are not determined are used properly.

This guarantee only justifies claims of the contractual partner of Relytex, through whom all guarantee cases are to be processed. The guarantee is not transferable. Assertion by third parties is only possible if Relytex agrees to this exception in writing. The

The guarantee does not apply to imperfections in beauty, i.e. minor deviations from the target quality that are insignificant for the value and intended use.

X. TOTAL LIABILITY

(1) Any further liability for damages than provided in Section VII. Is applicable - regardless of the legal nature of the made claim - excluded. This applies in particular to claims for damages arising from negligence when concluding the contract, due to other breaches of duty or tortious claims for compensation for property damage in accordance with Section 823 of the German Civil Code (BGB).

(2) Liability for lost profit, in particular liability for income that is usually generated with the products sold can be achieved is excluded. The limitation also applies if, instead of a claim for replacement of the Damage, instead of performance, demanded compensation for useless expenses.

(3) The compilation of sensor-

plan with alarm system components in an offer from Relytex is based exclusively on the information provided by the customer. A Relytex does not check customer information, inspect the semitrailer and / or plan it. The customer is obligates the compilation based on the planning made by the customer both with regard to the usability

to check the components for his project as well as with regard to the number of pieces / size specifications independently or to have them checked by a professionally experienced third party! The compilation by Relytex does not release the customer from this independent planning.

(4) Insofar as Relytex's liability for damages is excluded or limited, this also applies with regard to the personal liability for damages of employees, workers, employees, representatives and vicarious agents of Relytex.

XI. RETENTION OF TITLE; EXTENDED RETENTION OF TITLE

(1) All delivered goods remain the property of Relytex until all purchase price claims have been met in full, in the case of payments by check, until the equivalent value has been credited. If the customer acts in breach of contract, in particular in the event of default in payment, Relytex is entitled to take back the purchased item. If Relytex takes back the purchased item, this constitutes a withdrawal from the contract. After taking back the purchased item, Relytex is authorized to dispose of it; the proceeds from the sale are to be offset against the customer's liabilities - less reasonable disposal costs.

(2) The customer is obliged to treat the purchased item with care until the transfer of ownership; in particular, he is obliged to adequately insure the purchased item at its nominal value against fire, water and theft damage at its own expense.

(3) In the event of seizures or other interventions by third parties, the customer must immediately notify Relytex in writing so that a suit can be brought in accordance with Section 771 of the German Code of Civil Procedure. If the third party is unable to use Relytex in and out of court To reimburse costs of a lawsuit according to § 771 ZPO, the customer is liable for the loss incurred by Relytex.

(4) The customer is entitled to resell the purchased item in the ordinary course of business; However, he already now assigns to Relytex all claims in the amount of the final invoice amount (including sales tax) of the claim that arise from the resale to his customers or third parties, regardless of whether the purchased item is further processed without or after processing.

has been sold. Relytex accepts the assignment. The customer remains authorized to collect this claim even after the assignment. The authorization of Relytex to collect the claim itself remains unaffected by this. However, Relytex undertakes not to collect the claim as long as the customer meets his payment obligations from the proceeds received, is not in default of payment and, in particular, no application has been made to open composition or insolvency proceedings or payments have been suspended. If this is the case, however, Relytex can demand that the customer notify Relytex of the assigned claims and their debtors, provide all information required for collection, hand over the associated documents and notify the debtors (third parties) of the assignment.

(5) The processing or transformation of the purchased item by the customer is always carried out for Relytex. Will the purchased item come with processed other items not belonging to Relytex, Relytex acquires co-ownership of the new item in the ratio of the value of the purchased item (final invoice amount including sales tax) to the other processed items at the time of

Processing. The same applies to the item resulting from processing as to the purchase item delivered with reservation.

Thing. If the purchased item is inseparably mixed with other items that do not belong to Relytex, Relytex acquires the co-ownership of the new item in the ratio of the value of the purchased item (final invoice amount including sales tax) to the others mixed items at the time of mixing. If the mixing takes place in such a way that the customer's item is considered

If the main thing is to be viewed, it is agreed that the customer shall transfer proportional co-ownership to Relytex. The customer keeps it sole ownership or co-ownership for Relytex thus created.

(6) The customer also assigns to Relytex the claims to secure the claims of Relytex against him, which arise from the connection of the purchased item with a truck or item of clothing against a third party. Relytex accepts the assignment.

(7) Relytex undertakes to release the securities to which Relytex is entitled at the customer's request insofar as the realizable securities The value of the collateral exceeds the claims to be secured by more than 10%; the selection of the securities to be released Relytex is responsible.

(8) If the customer sells the reserved goods without disclosing the retention of title to the third party, he is the Relytex for Compensation for damages.

(9) In addition, the extended reservation of title (current account reservation) applies. The transfer of ownership of the purchased item is carried out by made dependent on the payment of all claims of Relytex against the customer. The customer therefore becomes the owner first the purchased item when he has settled all claims arising from the business relationship between Relytex and him.

XII. PACKAGING

As a rule, Relytex is only a middleman and not a manufacturer. There is therefore no liability for packaging material, in particular an obligation to dispose of it. However, this does not apply if, in exceptional cases, goods have to be repackaged by Relytex or goods manufactured by Relytex are delivered; in this case the provisions of the packaging ordinance apply. In this case, Relytex charges a flat rate for packaging per order. The customer is permitted to provide evidence that, in individual cases, packaging costs are not charged at all or are significantly lower than the flat rate. have fallen. The contracting parties get in touch with each other with regard to the disposal or return and make an agreement on this.

XIII. PRIVACY

The customer's data are subject to electronic data processing in the course of the business relationship. Relytex will observe the provisions of the Federal Data Protection Act when using personal data. Relytex will take into account the express wishes of the customer not to use the data for direct marketing purposes.

XIV. PLACE OF PERFORMANCE, PLACE OF JURISDICTION, APPLICABLE LAW

(1) Place of fulfillment and place of jurisdiction: The place of fulfillment for deliveries and payments (including check actions), as well as all disputes arising between Relytex and the customer from the purchase contracts concluded between Relytex and him, is the registered office of Relytex, 84030 Landshut. The courts at the place of business of Relytex are exclusively responsible for all legal disputes in direct or indirect connection with the contract. However, Relytex is also entitled to sue the customer at his place of residence and / or business.

(2) Applicable law: The relationships between the contracting parties are governed exclusively by the law applicable in the Federal Republic of Germany, to the exclusion of the UN Sales Convention (CISG); the application of the uniform law on international purchase of movable property as well as the law on the conclusion of international sales contracts for movable property is therefore excluded. Trade clauses are to be interpreted according to the relevant Incoterms since 2000 (currently 6th revision).

XV. CHANGES; SEVERABILITY CLAUSE

(1) Subsequent additions or changes to contracts must be made in writing. This also applies to the cancellation of the form

required.

(2) Should individual provisions of these sales and delivery conditions be or become void, the conditions remain in the Otherwise effective. The ineffective provision is due to one that comes as close as possible to its legal and economic content Replace scheme.

I. SCOPE OF APPLICATION

These general purchasing conditions of Relytex GmbH & Co. KG ("Relytex") apply exclusively. Opposing or from General terms and conditions of the seller that deviate from the purchasing conditions of Relytex do not apply, unless Relytex would have expressly agreed to this validity in writing. The acceptance of goods or services from the seller or their Payment is made exclusively on the basis of these general terms and conditions of purchase. All agreements between Relytex and the seller regarding the implementation of this contract are included in these general terms and conditions of purchase set down in writing and apply even if Relytex is aware of conflicting or general purchasing conditions of the Relytex deviating conditions of the seller accepts the delivery without reservation or the payment is reserved-going on.

II. ORDERS

- (1) The offers made to Relytex are binding.
- (2) Agreements, offers, orders, delivery schedules as well as changes and additions to them must be made in writing. Verbal agreements of any kind - including subsequent changes and additions - must be made in writing to be effective. confirmation by Relytex. The written form is also fulfilled by remote data transmission or fax.
- (3) Relytex is entitled to respond to orders in writing free of charge and without justification, including by email within two weeks. call out. The same applies to (framework or call-off) contracts, so that Relytex no longer addresses them after declaring the revocation. is bound; Goods can no longer be removed and / or paid for. This is usually the case if, in the opinion of Relytex, the market situation changes in such a way that the change prevents or complicates the sale of goods that have already been ordered or not yet ordered, delivered or not yet delivered, accepted or not yet accepted, or this creates or could create an excess inventory. In this way, Relytex is released from all purchase and payment obligations free of charge. Relytex can return products that have already been delivered but affected by this to the respective contractual partner free of charge after submitting the declaration; in these cases the seller will reimburse Relytex for the purchase price already paid if no more than 60 days have passed since delivery. Any claims for damages resulting from this contractual terminations that could arise are excluded.
- (4) Cost estimates and offers are binding and not to be paid for, unless something else has been expressly agreed.
- (5) Information in the seller's brochures such as photos, drawings and other specifications are binding and effective. The seller bears full responsibility for ensuring that no drawings, documents or images are provided by the seller Patent rights or copyrights of third parties are infringed.
- (6) Delivery call-offs (orders) within the scope of order and call planning become binding if the seller does not object within two working days of receipt and Relytex does not cancel within two weeks.

III. DELIVERY; COMPLETION

- (1) Subcontracts may only be awarded with the consent of Relytex. Deviations from the deals and orders the Relytex are only permitted with the prior written consent of Relytex.
- (2) Deviations from orders from Relytex are only permitted with our prior written consent.
- (3) Delivery schedules are binding with regard to the type and quantity of the retrieved goods as well as the agreed dates and deadlines. The receipt of the goods by Relytex or those named by Relytex is decisive for compliance with the delivery date or the delivery period Destination. If delivery "ex works" (DDU or DDP according to Incoterms 2000 - 6th revision) has not been agreed, the seller has to make the goods available on time, taking into account the time to be agreed with the freight forwarder for loading and shipping.
- (4) Has the seller taken over the delivery and installation of a sensor tarpaulin with alarm system and is nothing else agreed, this shall bear all necessary ancillary costs subject to deviating regulations.
- (5) Each delivery must be accompanied by a delivery note stating the Relytex order number and the type and quantity of the content. Relytex does not assume any packaging costs.
- (6) If system-technical documentation is to be supplied, this must be handed over to Relytex. The seller has for completeness to take responsibility and is liable for the resulting damage in the event of incompleteness.
- (7) If the agreed dates are not met, the statutory provisions apply. If the seller sees any difficulties regarding this ahead of production, supply of raw materials, compliance with the delivery date or similar circumstances, he has the duty to provide adequate To deliver replacements on time. If the seller is in default, Relytex is entitled to impose a contractual penalty in the amount of 1% of the net price per to request a completed calendar week, but not more than 5% of the net price of the delayed goods. Relytex is entitled to the contractual penalty in addition to the fulfillment and as a minimum amount of one from the seller according to the legal regulations to claim damages owed; the assertion of further damage remains unaffected. Does Relytex use the late performance, Relytex must assert the contractual penalty at the latest with the final payment. The provisions of Section 341 Paragraph 3 BGB do not apply.
- (8) The unconditional acceptance of the delayed delivery or service does not imply a waiver by Relytex of the delayed delivery Claims for compensation due to delivery or service; this applies until the remuneration owed by Relytex has been paid in full for the delivery or service concerned.
- (9) Partial deliveries are not permitted unless Relytex has expressly consented to them in writing or unless they are reasonable for Relytex.
- (10) For quantities, weights and dimensions, subject to any other evidence, Relytex at the incoming goods control determined values are decisive.
- (11) The supplied illustrations, drawings, technical descriptions, production and functional sketches as well as other un- documents in the sense of techn. Relytex has the right to use documentation to the extent permitted by law.
- (12) If the supplier or manufacturer provides deliveries or services on the premises of Relytex, these must be complied with of the information on safety, environmental and fire protection for external parties in the currently valid version.
- (13) Relytex has the right to use software that is part of the product scope of delivery, including its documentation legally permissible scope (§§ 69a ff. UrhG). Relytex also has the right to Use with the agreed performance features and as necessary for the contractual use of the product Scope. Relytex may create a backup copy even without an express agreement.

IV. FORCE MAJEURE

Force majeure, labor disputes, operational disruptions through no fault of our own, riots, official measures and other inevitable events release Relytex from the obligation to accept in good time for the duration of their occurrence. During such events as well as within two weeks after its end, Relytex is entitled in whole or in part - without prejudice to its other rights to withdraw from the contract, insofar as these events are not of insignificant duration and the need of Relytex because of the therefore the need for other procurement is considerably reduced.

V. DISPATCH NOTICE AND INVOICE, PAYMENTS

- (1) The information in the orders and delivery schedules of Relytex apply. The invoice is sent separately by post in a single copy to Relytex, stating the invoice number and other allocation features (e.g. order number for Relytex) to judge; it must not be enclosed with the consignments of goods.
- (2) The invoice is due for payment 60 days after receipt of the goods and receipt of the invoice from the supplier or manufacturer payable. The date on which the Relytex executing bank received the transfer order is deemed to be the time of payment.
- (3) Unless otherwise agreed, the invoice will either be paid within 30 days at Deduction of 3% discount or within 60 days without deduction from the due date. Payment is made subject to the invoice exam.
- (4) Payments do not mean that the delivery or service is recognized as being in accordance with the contract. In the event of faulty or incomplete delivery or performance, Relytex is entitled to make payments on claims arising from the business relationship, without prejudice to its other rights withhold to a reasonable extent until proper fulfillment.
- (5) The assignment of the claims of the suppliers or manufacturers against Relytex to third parties is excluded.

VI. DEFECTIVE CLAIMS AND RECURSE

- (1) Acceptance is subject to an examination for freedom from defects, in particular for correctness and completeness, as far as / as soon as this is possible. Section 377 of the German Commercial Code (HGB) is waived. The seller waives the objection to belated deficiencies.
- (2) The statutory provisions on material and legal defects apply, unless otherwise stipulated here.
- (3) In principle, Relytex has the right to choose the type of supplementary performance. The seller can choose the type selected by Relytex. Refuse supplementary performance only if this is only possible with disproportionate costs.
- (4) If Relytex sends back defective goods to the seller, Relytex is entitled to refund the invoice amount to the seller. burden plus a flat rate of 5% of the purchase price and transport costs. Retains evidence of higher expenses before Relytex. The seller reserves the right to provide evidence of lower or no expenditure.
- (5) If the seller does not start remedying the defect immediately (3 days) after being asked to remedy the defect, so Relytex has the right in urgent cases, in particular to avert acute dangers or avoid major damage to do this itself at the expense of the seller or to have it done by a third party.
- (6) In the event of legal defects, the seller shall also indemnify Relytex from any third-party claims that may exist, unless the seller is not responsible for the legal deficiency.
- (7) If Relytex incurs costs due to a defect, in particular transport, travel, labor, material costs or costs for a dem Incoming inspection exceeding the usual scope, the seller has to bear this. Relytex is used by its customers. Claims for supplementary performance due to the deficiency of the delivery shall be borne by the supplier or manufacturer all costs for the elimination of defects, in particular transport, travel, labor and material costs within 7 days after Assertion of a quantified claim by Relytex, starting with the receipt of the forwarded notification of defects of the Relytex customer.
- (8) The seller releases Relytex from all claims made by third parties - for whatever legal reason - because of a factual or Raise legal deficiency or any other fault in a product delivered by the seller against Relytex and reimburse Relytex the necessary costs of the legal prosecution on the part of Relytex.
- (9) The seller is liable for any negligent behavior on the part of him, his employees or agents.
- (4) The seller is also liable for any profit that Relytex may have lost.
- (10) In the event that claims are made against Relytex by its customers or other third parties due to product liability the seller undertakes to indemnify Relytex immediately on first written request from such claims, provided that and insofar as the damage was caused or contributed to by a defect in the product delivered by the seller. In In cases of fault-based liability, the seller's fault is presumed to be rebuttable.
- (11) If the cause of the damage is the responsibility of the seller, proof of the causality of the error is sufficient for the damage; Otherwise, the seller bears the burden of proof.
- (12) Damages resulting from non-compliance with these conditions are to be borne by the seller in full.

VII. PRODUCT LIABILITY

- (1) In the event that claims are made against Relytex due to product liability, the supplier is obliged to inform Relytex of such To indemnify claims if and to the extent that the damage is caused by a defect in the subject matter of the contract delivered by the supplier has been caused. In cases of fault-based liability, however, this only applies if the supplier is at fault meets. If the cause of the damage is the responsibility of the supplier, he must prove that he is not at fault.
- (2) In the cases of Clause VII.1, the supplier bears all costs / expenses, including the costs of any legal prosecution. (3) Otherwise, the statutory provisions apply.
- (4) Before a recall campaign that is wholly or partially the result of a defect in the subject matter of the contract delivered by the supplier, Relytex will inform the supplier, give him the opportunity to cooperate and talk to him about an efficient Exchange leadership, unless the supplier is not informed or involved due to particular urgency possible. Insofar as a recall campaign is the result of a defect in the contractual item delivered by the supplier, the supplier bears the responsibility the cost of the recall.

VIII. WITHDRAWAL AND TERMINATION RIGHTS

- (1) In addition to the statutory rights of withdrawal, Relytex is entitled to withdraw from the contract or terminate it with immediate effect

entitled if

- the supplier has stopped delivering to its customers,
- a significant deterioration in the supplier's financial circumstances occurs or threatens to occur and thereby the fulfillment of a delivery obligation towards Relytex is at risk,
- the supplier becomes insolvent or over-indebted.

(2) Relytex is also entitled to withdraw from the contract or to terminate the contract if the supplier has opened the insolvency procedure or a comparable procedure for debt settlement.

(3) If the supplier has performed a partial service, Relytex is only entitled to withdraw from the entire contract if Relytex is involved in the partial performance has no interest.

(4) If Relytex withdraws from or terminates the contract due to the above contractual rights of withdrawal or termination, the supplier has to reimburse Relytex for any damage caused by this, unless he has the origin of the withdrawal resp.

Not responsible for termination rights.

(5) Statutory rights and claims are not restricted by the regulations contained in VIII.

IX. TECHNICAL DOCUMENTS / TOOLS / PRODUCTION EQUIPMENT

(1) Technical documents, tools, works standard sheets, manufacturing equipment, etc. made available by Relytex remain the property from Relytex; all trademarks, copyrights and other property rights remain with Relytex. The seller has Relytex including all other made duplicates immediately after execution of the order or after fulfillment of the contract on the part of the seller unsolicited to return; in this respect, the seller is not authorized to assert a right of retention. The seller may

Use the named items only to execute the order on the part of Relytex and do not leave them to unauthorized third parties or otherwise make it accessible. Duplicating the items mentioned is only permitted insofar as it is necessary to carry out the position is required.

(2) If the seller creates the items named in Section 1 for Relytex in part or in full at Relytex's expense, Section 1 shall apply accordingly, whereby Relytex becomes (co-) owner with the creation with the share of the production costs. The seller keeps these items free of charge for Relytex; Relytex can at any time exercise the rights of the seller in relation to the item under Acquire compensation for expenses that have not yet been amortized and demand the return of the item in full

(3) The seller is obliged to look after and maintain the aforementioned items and to handle damage caused by normal wear and tear. to lift. If the seller commissions a sub-supplier (III. 1) with the production of

Tools and samples, the seller Relytex resigns his claims against the sub-supplier for the transfer of ownership of the tools and pattern off.

(4) Without the written consent of Relytex, the seller is prohibited from using the technical documents made available, To use and market tools, works standard sheets, production equipment, etc. for your own purposes and for your own account.

X. EXPORT CONTROL AND CUSTOMS

(1) The seller is obliged to inform Relytex about any licensing requirements for exports of his goods in accordance with German, European or other customs regulations as well as the export and customs regulations of the country of origin of his goods in his business includes documents and must be notified at an early stage. For this purpose, the seller provides the following information at least in his offers and order confirmations for the goods items concerned:

(a) Export list no. according to Annex AL to the German Foreign Trade Ordinance or comparable list items more relevant Export lists;

(b) ECCN (Export Control Certification Number) according to the US Export Administration Regulation (EAR);

(c) the commercial origin of its goods and the components of its goods including technology and software;

(d) Manufactured and stored in the United States, or shipped through the United States, or manufactured using US technology;

(e) Statistical commodity number (HS code) and contact person to clarify any queries. At the request of Relytex, the seller is obliged to inform Relytex in writing of all further foreign trade data on his goods and their components

as well as Relytex immediately (before delivery of affected goods) about all changes to the above data in writing to inform.

(2) If the seller does not meet his obligations according to No. 1, he is the Relytex for the resulting damage in full fang obliged to replace it.

XI. CONFIDENTIALITY / DATA PROTECTION

(1) The seller is obliged to disclose all commercial and technical details that are not obvious to him through the business relationship with which Relytex becomes known, to be treated confidentially and not passed on to third parties.

(2) Duplications and for the display of productions, in particular according to the plans of Relytex, drawings or manufactured ones Products, publications of orders, agreements and correspondence with third parties require the previous one written consent from Relytex.

(3) Relytex points out that the seller's data will be saved for the execution of the contract.

XII. PLACE OF PERFORMANCE / JURISDICTION / APPLICABLE LAW / OTHER

(1) The place of performance is Landshut; this also applies if the goods are to be delivered to another location in accordance with the order (the specified

Delivery address).

(2) In all legal disputes that arise directly or indirectly from the contractual relationships to be regulated here, the

The place of business of Relytex is also the place of jurisdiction. However, Relytex is entitled to call the seller at the court of his registered office or his

Sue branch.

(3) The law applicable in the Federal Republic of Germany shall apply exclusively to the contractual relationships, with exclusion of UN sales law (CISG); the application of the uniform law on the international purchase of movable property as well as the Law on the conclusion of international sales contracts for movable property is therefore excluded. Trade clauses are to be interpreted according to the relevant Incoterms since 2000 (currently 6th revision).

(4) Should individual provisions of these purchasing conditions be or become void, the rest of the conditions shall remain in effect.

The ineffective provision is to be replaced by a regulation that comes closest to its legal and economic content.