

## General Terms and Conditions (GTCs) of Alpha Signs GmbH

### 1. General Provisions

Our general terms and conditions shall apply to any agreements concluded between the supplier and the purchaser on the delivery, manufacture and assembly of the contractually agreed equipment, products or goods. Our general terms and conditions shall be acknowledged upon placement of the order by the purchaser. They shall be decisive for any deliveries, including those from any future business transactions. Any terms and conditions of the purchaser shall apply only if they are confirmed by us in writing. In case of any modification of individual clauses of the present terms and conditions, the previous ones shall remain in force as they are. Any explicit opposition on our part against any deviating terms and conditions of the purchaser shall not be required in any case. If any agreement materialises despite existing conflicting terms and conditions, the conflicting clauses and the subject matters of the regulations exclusively taken into account by the purchaser shall be subject to the statutory regulations; for the rest, the application of the present terms and conditions shall remain unaffected.

### 2. Offers

Our offers shall be subject to change, in particular with regard to price, delivery period and delivery possibilities. Any and all documents enclosed to the offer shall only be approximately authoritative, unless they have been explicitly designated as being binding. The documents shall remain our property and must neither be used for any purposes other than the ones provided for in the offer nor made accessible to any third parties. However, if any alternatives with image editing are desired, we shall execute them at extra cost. We reserve the right to charge a minimum quantity surcharge for small order amounts.

### 3. Scope of Delivery

The scope of delivery shall be subject to our written order confirmation. Any ancillary arrangements or modifications shall require our written confirmation to become valid. In case of custom-made products and print products, we shall be entitled to make excess or short deliveries of up to 10% of the quantity ordered. We reserve the right to make any modifications to the execution which turn out to be technically required and are reasonable for the purchaser taking into account the interests of the supplier. The validity of the agreement shall be independent of its approval by public authorities or third parties (for ex. building permit). Their obtainment shall be the responsibility of the purchaser. In case of any equipment, products and goods offered including assembly, the following services shall not be included in the price: on-site power supply, provision of scaffoldings or of lifting tools, where applicable, any services of other trades, for ex. bricklaying, plastering services or waterproofing work, the costs for any proof of stability, disposal costs.

### 4. Prices

In the absence of any separate agreement, the prices shall be understood to be exclusive of value added tax, which shall be separately stated on the invoice in its statutory amount for tax purposes. The prices shall apply ex works, excluding freight, postage, packaging, insurance, assembly and commissioning.

### 5. Maturity, Payment

- 5.1. The supplier's remuneration shall become due as soon as the equipment, products and goods have been supplied, delivered or handed over to the purchaser. If any partial deliveries are performed, the remuneration shall become due accordingly once the respective partial deliveries have been performed. For partial deliveries, corresponding partial invoices may be issued. If any equipment, products or goods are assembled or installed by the supplier on the purchaser's premises, the supplier's remuneration shall be due from the date when the equipment, products or goods has/have been assembled or installed and the purchaser has been informed thereof. This shall apply irrespective of whether or not the manufactured goods, the assembly services rendered or any other work performances require any acceptance in accordance with Section 640 German Civil Code (*Bürgerliches Gesetzbuch, BGB*).
- 5.2. The term of payment shall be within 30 days after the date of invoice, strictly net; in case of any payment effected within 14 days, 2% cash discount shall be granted. Any invoices for work performances and contract work shall not become subject to any cash discount. If the purchaser is an entrepreneur or a legal entity under public law, the purchaser shall pay interest in the amount of 5% per annum above the respective applicable base interest rate in case of any exceedance of the term of payment, even without a reminder being

issued. The assertion of any further damage caused by delay shall remain unaffected.

- 5.3. We shall be entitled to demand advance payments before the start of contract or prior to the delivery and assembly of any equipment, products or goods.
- 5.4. Any bank transfers shall be made to our bank account free of charge. Such bank transfers as well as any payment by bill of exchange shall only be accepted on account of performance. The claim shall be deemed to have been settled only after the transferred amount has been credited to our bank account and/or after any cheques and bills of exchange have been finally cashed.

### 6. Prohibition of Set-Off, Rights of Retention and Rights to Refuse Performance

- 6.1. The purchaser may only set off such claims or base any right of retention only on such claims which are undisputed or have been recognised by declaratory judgement. The purchaser shall not be entitled to any rights of retention, unless claim and subject matter are based on the same contractual relationship.
- 6.2. If the purchaser is an entrepreneur or a legal entity under public law, any rights to refuse performance in accordance with Section 320 German Civil Code may not be asserted vis-à-vis the claim to remuneration of the supplier to the extent that the portion of the remuneration claimed corresponds to the value of the services rendered by the supplier.

### 7. Deadline for Deliveries or Services; Partial Deliveries

- 7.1. The delivery and service deadlines specified by us shall be deemed to have been calculated in such a way that compliance in the ordinary course of business is judged likely. The delivery period shall start upon dispatch of the order confirmation, but not before any documents, approvals, releases, etc. to be provided by the purchaser are available and any advance payment agreed upon and effected in accordance with clause 5.3 has been received. If any administrative approval is a prerequisite for us to take action, the time limit shall not start to run before such approval has been granted.
- 7.2. In the event that any non-compliance with the time limit for deliveries or services is attributable to mobilisation, war, riot, strike, lock-out or any other circumstances, which cannot be foreseen or avoided by us, the delivery period shall be extended accordingly.
- 7.3. We shall be entitled to perform partial deliveries within the delivery period in accordance with clause 7.1 or clause 7.2.
- 7.4. Any claims for compensation on the part of the purchaser shall be excluded in any cases of delayed deliveries, even after the expiry of any period of grace set by us, with the exception of any claims for compensation for damages for any damage specified in clause 12 sentence 2.

### 8. Risk Assumption and Acceptance

The transfer of risk and perils shall take place once the goods leave our delivering plant, even in cases in which partial deliveries are made or we have assumed any additional services, for ex. the costs of dispatch or transport and installation. In the event that dispatch is delayed as a result of any circumstances attributable to the purchaser, the risk shall pass to the purchaser as of the day of readiness for dispatch; however, we shall be obliged, at the purchaser's request and expense, to take out any insurance required by the purchaser.

### 9. Retention of Title

- 9.1. Any goods of the supplier shall remain the property of the supplier until any and all receivables from the purchaser as a result of the business relationship, including any receivables accruing in the future, even those from any agreements concluded at the same time or at a later date, have been paid in full. The same shall also apply if any payments are effected on account of specifically designated receivables.
- 9.2. In the case of a current account, the title retained shall be regarded as a collateral security for the supplier's outstanding balance claim.
- 9.3. The purchaser shall be entitled to resell the deliveries in the ordinary course of business. The purchaser shall not be entitled to any other dispositions, in particular any pledging or transfer by way of security. The purchaser shall be obliged to resell the goods subject to retention of title only under reservation of ownership and subject to the proviso that the purchase price claim from the resale shall pass on to the supplier as follows:
  - (a) The purchaser shall already now assign to the supplier the purchaser's receivables from the resale of the goods subject to retention of title, together with all ancillary rights, irrespective of whether the goods subject to retention of title are resold without or after processing.

- (b) The purchaser shall be prohibited from entering into any understandings with his/her customer which exclude or impair the rights of the supplier in any manner whatsoever. In particular, the purchaser must not enter into any agreement which nullifies or impairs the advance assignment of the receivables to the supplier.
- (c) The purchaser shall remain authorised, even after any assignment, to collect the receivables assigned to the supplier; however, the supplier explicitly reserves the right to collect the receivables himself or herself, especially in the event of any default of payment on the part of the purchaser.
- (d) At the supplier's request, the purchaser shall be obliged to give notice of the receivables assigned and their debtors, provide any information required for the collection, hand over the associated documents and notify the debtor of the assignment.
- 9.4. In the event that the goods subject to retention of title are resold together with any other goods not sold by the supplier, the assignment of the receivable shall be deemed to have been made in the amount of the value of such co-ownership shares. In the event that the goods subject to retention of title are used by the purchaser to fulfil any contract for work and labour or any contract for work and materials, the terms and conditions above shall apply, *mutatis mutandis*, to the receivable from such contracts.
- 9.5. Any treatment and processing of the goods subject to retention of title shall be made for the supplier as the manufacturer, without resulting in any obligation for the supplier. In the event that the goods subject to retention of title are combined or mixed with any other items, the supplier shall become the owner or co-owner of the new item or of the mixed stock. If the supplier's ownership ceases due to any combination or mixing, the purchaser shall already now transfer to the supplier to the extent of the invoice value of the goods subject to retention of title the rights of ownership to the new stock or to the item to which the purchaser is entitled and shall keep them safe free of charge for the supplier. The co-ownership rights arising in this context shall be regarded as goods subject to retention of title within the meaning of the present terms and conditions.
- 9.6. In the event that the value of the collateral securities, to which the supplier is entitled, exceeds the total claim against the purchaser by more than 10%, the supplier shall be obliged, upon request, to release collateral securities at the supplier's own discretion in this context.
- 9.7. The retention of title by the supplier shall be conditional upon the fact that the ownership of the goods subject to retention of title shall pass on to the purchaser without further ado upon full payment of any receivables and that the purchaser shall be entitled to the receivables assigned.
- 10. Liability for Defects**
- 10.1. In case of any agreements being concluded with entrepreneurs or with any legal entity under public law, the warranty for any defects shall be excluded, unless the agreement relates to the delivery of newly manufactured items or work services.
- 10.2. Any warranty claims against the supplier shall initially be limited to a right to supplementary performance. If supplementary performance fails, however, the purchaser reserves the right to reduce the purchase price or, if the subject matter of the liability for defects does not relate to any construction work, the purchase may, at his/her option, withdraw from the agreement.
- 10.3. Any obvious defects shall be notified within a period of two weeks following delivery; otherwise, any warranty claims of the purchaser shall be forfeited. In case of any agreements being concluded with entrepreneurs or any legal entity under public law the subject matter of which does not relate to any construction work, non-obvious defects shall likewise be notified within a period of one month; otherwise, any warranty claims of the purchaser shall be forfeited. In the event that any equipment, products or goods is/are assembled or installed on the purchaser's premises, the time limits for the notification of defects shall start irrespective of whether or not the manufactured goods, the assembly services rendered or any other work performances require any acceptance in accordance with Section 640 German Civil Code, at the latest as from the date when the equipment, products or goods has/have been assembled or installed and the purchaser has been informed thereof.
- 10.4. The warranty period shall be one year. This shall not apply in the cases of Section 438 Para. 1 No. 2 German Civil Code and of Section 634a Para. 1 No. 2 German Civil Code nor in case of any sale of any movable item to a consumer (Section 474 Para. 1 Sentence 1 German Civil Code).
- 10.5. Any failed illuminants and fuses as well as any colour deviations customary and material tolerances in the trade shall not be considered defects. In case of ballasts, switchgear and any other electrical equipment, the purchaser shall provide evidence of any manufacturing defects or functional errors.
- 11. Right of Withdrawal of the Supplier**
- In case of any unforeseen events within the meaning of clause 7 of the present terms and conditions, and to the extent that they considerably alter the economic significance or the content of the performance or have any significant effects on our business, and if it should later be found that execution is impossible, the agreement shall be amended accordingly. To the extent that this is not viable from an economic point of view, we shall have the right to withdraw from the agreement either in whole or in part. Any claims for compensation for damages on the part of the purchaser based on any such withdrawal shall not exist. If we want to make use of the right of withdrawal, we shall notify the purchaser thereof immediately after gaining knowledge of the scope of the event, even if any extension of the delivery period had initially been agreed upon with the purchaser.
- 12. Claims for Compensation for Damages, Limitation of Liability**
- Any contractual or statutory liability based on compensation for damages shall be excluded. This shall not apply to any damage from the violation of life, body or health which is based on any negligent breach of duty on the part of the supplier or on any wilful or negligent breach of duty on the part of any legal representative or auxiliary agent of the supplier nor to any other damage based on any grossly negligent breach of duty on the part of the supplier or on any wilful or grossly negligent breach of duty on the part of any legal representative or auxiliary agent of the supplier. In the event of any breach of duty attributable to the supplier which is not due to any defect in the purchased item or in the work, the right of the other party to the agreement to rescind from the agreement shall remain unaffected; the exclusion of liability based on compensation for damages shall not apply in this respect. Furthermore, the exclusion of liability and/or the limitation of liability shall not apply in those cases in which any liability applies in accordance with the German Product Liability Act (*Produkthaftungsgesetz*) for any error in the delivered item for any personal injury or property damage to privately used items. In such cases, the regulations of the German Product Liability Act shall apply exclusively.
- 13. Default of Acceptance of the Purchaser**
- Any goods notified as being ready for dispatch or assembly which are not called off by the purchaser within a period of five (5) working days may be stored at the purchaser's expense and risk. Instead, the supplier may also claim lump-sum compensation for damages on the basis of the locally customary storage costs, provided that the goods are stored by the supplier himself or herself. The purchaser may provide evidence that the damage incurred by the supplier is lower.
- 14. Data Storage**
- Reference shall be made here that Alpha Signs GmbH will store data on business transactions at a central location. The purchaser shall hereby give his/her consent to such data storage.
- 15. Place of Fulfilment, Place of Jurisdiction, Applicable Law**
- The place of fulfilment for our deliveries shall be the respective station of dispatch. If the purchaser is an entrepreneur or a legal entity under public law, the exclusive place of jurisdiction to be bindingly agreed upon for both parties to the agreement, including for any actions in proceedings concerning bills of exchange and cheques, shall be Halle/S., Germany. However, we shall also be entitled, at our option, to sue the purchaser at any other established place of jurisdiction. In any event, the laws of the Federal Republic of Germany shall apply exclusively, to the exclusion of foreign law.
- 16. Ineffectiveness of Individual Regulations**
- Any partial ineffectiveness shall not result in the remaining terms and conditions becoming ineffective.

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