

## General Terms and Conditions

### Used Equipment

#### I. General

1. Unless otherwise specially agreed upon in writing, all services offered, agreed or rendered on our part are subject to these General Terms and Conditions. The buyer (customer) automatically acknowledges them on placing an order or accepting delivery. Any deviating terms and conditions of the customer which we have not expressly acknowledged in writing shall not be binding for us, even if we do not expressly contest them.
2. Unless otherwise specially agreed upon in writing, any documents relating to an offer such as images, drawings, weight and measurement specifications and other print material shall only be deemed approximately authoritative.

#### II. Scope of service

1. Our written order confirmation shall be authoritative for the scope of our delivery and other agreed services. In the case of an offer with binding terms and due acceptance by the customer, the offer is effective without a written order confirmation.
2. Our offers are strictly subject to confirmation and to the proviso that we ourselves have been supplied correctly and in good time.
3. Any verbal covenants or amendments shall require our prior written consent to be effective.

#### III. Prices and payments

In the absence of special agreements in writing, the following regulations shall apply:

1. Our prices are without engagement. In particular, we shall be entitled to adapt prices correspondingly, if the exchange rate used in calculation changes by 2,0 % or more up to the date of delivery.
2. All agreed upon prices, between contract partners, shall in each case be quoted plus Value Added Tax, shipping and transport costs, as well as other state contributions.
3. For deliveries abroad the customer shall bear all costs associated with delivery abroad, in particular for the necessary import and export documents and for possible special marking of the goods.
4. Payment shall immediately follow receipt of invoice. The customer shall bear all costs associated with remittance.
5. If payment receipt does not take place by the due date, ecoGSE shall be entitled to withdraw from the purchase agreement. Where appropriate, an advance payment made by the Buyer may be withheld.
6. Any retention of payments or set-off against possible counterclaims of the customer contested by us shall not be admissible.

IV. Caveat emptor, Release for Collection, Retention of Title, and Disposal Ban

1. Used equipment is sold ex the announced location "as is" or, as the case may be, inspected, tested, and put through a trial run on site. The sale is made to the exclusion of any warranty. This also applies to any latent defects.
2. Failing other arrangements, the Seller releases the equipment for collection at the location of the equipment within one week of receipt of the full purchase price.
3. Title passes to the Buyer only after payment in full of the purchase price and release of the equipment for collection. In the event that collection takes place prior to payment in full of the purchase price, the Seller retains title pending such payment. Pending payment in full of the purchase price, the Buyer may not dispose of the item or, specifically, pledge or transfer it by way of security.

V. Passage of Risk and Transportation

1. Failing other arrangements, the Buyer alone is responsible for transportation. The Buyer shall bear the costs, including any export and customs charges, even when transportation is handled or arranged at his/her request by the Seller. Agreed delivery times only apply as approximations. Part-deliveries are permitted.
2. The Buyer is obligated to collect the equipment within two weeks of its being released. Should the Buyer fail to meet this obligation, he shall be charged any warehousing costs from the named point in time.
3. Upon collection, risk passes to the Buyer. In the event that the Seller handles or arranges for transportation at the request of the Buyer, risk passes to the Buyer upon handover to the person in charge of the transportation.
4. The delivery term shall be extended by a reasonable period to take account of force majeure, including measures taken in the course of industrial action, in particular strike or lockout, and in the event of unforeseen impediments beyond our control. This shall also apply to cases where such circumstances occur at our suppliers'. In serious cases, we will report the commencement and end of such impediments to the Buyer as soon as possible.

VI. Miscellaneous

1. The place of performance for all obligations shall be Frankfurt/Main.
2. Legal relationships between the customer and ecoGSE shall be subject to German law with the exception of the Convention on Contracts for the International Sale of Goods (CISG), Vienna, 11 April 1980. Contractual relationships shall rather be governed by German Civil Law (BGB/HGB). The legal venue shall be Frankfurt/Main. We shall also be entitled to take legal action at the customer's official place of business or in the capital of the state where the customer has his official place of business.
3. ecoGSE shall be entitled to use the name of the customer as a reference.
4. Should individual provisions of this agreement and/or individual agreements concluded under its enforcement be or become ineffective or infeasible, the remaining provisions shall not be affected. The ineffective or infeasible provision shall be replaced by an effected and feasible provision, which economically comes as close as possible to the ineffective or infeasible provision. The same shall apply in the case that this general agreement and/or an individual agreement concluded under it includes a breach. The ineffectiveness of a part of a provision of this general agreement and/or an individual agreements concluded under its enforcement shall not affect other parts of the particular provision.