

General Terms of Business of GL Solutions GmbH & Co. KG, hereinafter referred to as GL Solutions.

1) Scope of Application and General Information

All services provided by GL Solutions for the customer are provided exclusively on the basis of the following General Terms of Business. Any differing provisions shall be valid only if they have been agreed with the customer in writing. Placing an order indicates acceptance of the General Terms of Business.

Offers are subject to change from Hamburg.

2) Conclusion of Contract

Contracts are concluded by the customer's order (offer) and confirmation by the vendor or delivery of the goods (acceptance). In the event of prepayment, the receipt of the invoice is considered notice of acceptance.

The vendor is bound by the contract only after the buyer has received a confirmation notice.

If the buyer is not the owner of the business, he declares that he is a vicarious agent authorized to conclude this contract.

3) Delivery Terms

In the event delivery is delayed, e.g. due to force majeure, transport disruptions, and acts of God, or other events over which GL Solutions has no control, no claims for compensation can be made against GL Solutions.

The goods ordered will be sent to the shipping address provided by the customer unless other arrangements are made.

4) Prices, Payment, and Delivery

All prices indicated are subject to value added tax and are exclusive of packing and shipping.

For prepayment or invoice, the amount is due 7 days after receipt of the invoice. If the vendor has not received payment on time, he is entitled to cancel the contract.

If the customer is in arrears with payment, the vendor is entitled to charge default interest of eight percentage points above the base interest rate. This shall not affect any claim for other damages.

The customer is entitled to deduct claims from the vendor only if the claim to be deducted has been acknowledged by the vendor or the existence of a claim has been established by force of law.

Shipping shall be made at the orderer's expense and risk, even for "free domicile" shipments. The risk is transferred to the customer at the time the consignment has been handed over to the person or business executing the transport. If shipping is delayed by the customer, the risk is transferred to the customer at the time he is notified of readiness for dispatch.

Delivery dates for offers are non-binding and are contingent on the availability of material. The delivery periods named in the confirmation are planned delivery dates.

GL Solutions is free to choose the shipping mode and company. If prepayment has been agreed, the delivery period begins at the time GL Solutions has received payment.

GL Solutions reserves the right to cancel the contract if there is no credit limit at the time of the respective delivery.

5) Retention of Title

The two parties agree on an extended retention of ownership for the goods delivered by GL Solutions. The goods delivered remain the property of GL Solutions until full payment has been made. If the contract partner is in breach of contract, in particular in default of payment, GL Solutions is entitled to demand return of the goods subject to retention of title. Any costs that are incurred from such access, such as from conducting third-party proceedings or the like, must be paid by the contract partner. The contract partner now cedes to GL Solutions in full any future claims that may arise from resale or any other legal grounds regarding the goods subject to retention of title.

6) Transfer of Risk, Obligation to Inspect and Notify of Defects

The customer must inspect the accuracy of the order confirmation immediately. If no error is reported within 24 hours, this order confirmation is considered accepted, even if the delivery is thus not made as originally desired.

If the vendor does not fulfill the contract, in particular in cases of force majeure, serious political unrest, industrial action, or shortages of raw materials in procurement markets, the failure to deliver is beyond his control and claims for compensation are excluded.

Defects and shortfalls must be reported within 24 hours after delivery of the article to the shipping address, hidden defects within 2 days of discovering them upon

receipt of the goods. If the customer fails to report defects within this period, the goods are considered accepted.

Defects in parts of the delivery do not entitle the customer to reject the entire delivery.

GL Solutions is first entitled to rework or replace the goods within a reasonable period. In the event of delayed, omitted, impossible, or unsuccessful repair or replacement, the customer may demand a reduction in price. Any further warranty and liability for damages, in particular if repair was unsuccessful due to delay or poor fulfillment of repair or for consequential damages is excluded.

If the inability to remedy is beyond its control, GL Solutions is entitled to cancel the contract. In this case, the contract partner may not make any claims for compensation.

Slight modifications of form, other slight optical changes or slight, unavoidable technical changes in material, color, size, features, or design do not constitute grounds for complaint. Justified returns will be accepted only after prior notification.

7) Copyright

All logos, images, and diagrams displayed are the property of GL Solutions and are protected under copyright law.

8) Disclaimers

Liability for damage that stems from simple negligence of GL Solutions or one of its agents is excluded unless an obligation has been violated that is of particular significance for complying with the contract.

Liability for other damage that the contract partner incurs due to a delay caused by GL Solutions, due to inability to perform for which GL Solutions is responsible, or due to violation of a duty that is especially significant for achieving the purpose of the contract is limited to such damage that is typically foreseeable due to the contractual use of the goods. Liability is limited to the amount of the purchase price.

Any further liability, in particular for damage that does not occur in the article itself, for loss of profit, or any other damage to assets of the contract partner is excluded.

9) Final Provisions

Any other agreements or declarations of intent must be in writing.

The buyer expressly declares that he has a complete business enterprise of a nature or on a scale which requires a commercially organized business undertaking. Place of fulfillment and legal venue for both parties is Hamburg.

The law of the Federal Republic of Germany is exclusively applicable, to the exclusion of the convention on the international sale of goods, even if the contract partner is based in a foreign country.

The language of business is German.

Should individual provisions of this contract be or become partially or wholly ineffective, or should the provisions of the contract contain a gap, this shall not effect the validity of the remaining provisions or portions thereof. The ineffective or missing provisions shall be replaced by the respective legal provisions.

Any contradictory provisions proposed to the vendor shall be a component of this contract only if they are expressly accepted by the vendor in the written order confirmation.