

General Terms and Conditions of Business of Ambaze GmbH (AMBAZE)
for services of AMBAZE GmbH with non-consumer customers

§1 AREA OF APPLICATION

(1) The following General Terms and Conditions of Business ("Terms") apply for all business relationships between AMBAZE and its contractual partners ("Customers") who use the services of AMBAZE and are traders (section 14 of the German Civil Code (BGB - Buergerliches Gesetzbuch), legal entities under public law or special funds under public law (section 310(1) BGB).

(2) The Terms of AMBAZE apply exclusively and without repeat notification for all future business transactions with the Customer. The tacit inclusion of the Customer's general terms and conditions of business is excluded. The Terms are definitive for the interpretation of quotes', agreements and declarations/statements by AMBAZE.

§2 CONCLUSION OF CONTRACT

(1) Every contract is based on a quote by AMBAZE. These quotes are as a matter of course non-binding. Dates and periods to which quotes by AMBAZE refer are an essential component of the quote. The contract comes into being upon acceptance in due form and time of AMBAZE's quote by the Customer. Any declaration of acceptance that is late or deviates from the quote shall be a binding quote by the Customer, which AMBAZE may accept.

(2) Only quotes made in writing can be accepted. Acceptance must be declared in writing within a reasonable period.

(3) Drawings, illustrations, dimensions or other data shall not be part of the content of the contract or components of the contract except as otherwise explicitly agreed.

(4) Quotes, calculations and comparable documents may not be made accessible to third parties without the permission of AMBAZE.

§3 DATES, DELIVERY PERIODS, PLACE OF PERFORMANCE

(1) Agreed dates and places for performances by the contractual partner shall be binding except as otherwise provided for in the following. Changes to periods and places for performances by AMBAZE shall require special agreements. Any threatened delay in performance must be notified by AMBAZE in text form without undue delay.

(2) The delivery period shall be deemed to be complied with if by the end of the said delivery period, in the case of owed shipping, the object being delivered is surrendered to the person intended for carrying out the shipping or, if own shipping is being undertaken, the object being delivered has left the warehouse or, for shipping ex works, the object being delivered has left the manufacturer's factory or, if collection is owed, the readiness of the object being delivered for shipping has been notified to the Customer.

(3) AMBAZE has a right of retained ownership in respect of owed performances if the Customer is in

default of fulfilment of obligations arising from its business relations with AMBAZE.

(4) AMBAZE undertakes no responsibility for prevention of performance or hindrances to performance due to force majeure. AMBAZE shall be released from the duty of performance in the case of prevention of performance; in the case of hindrances to performance it shall be released from the duty of performance only if the contract is not amended within a reasonable period of time. Insofar as they are not foreseeable at the time of concluding the contract, wars and armed conflict, terrorism and dangers of terrorism, natural catastrophes or preventative or endangering natural occurrences of significant scope, strikes, lock-outs, official interventions in the framework conditions for performances and counter-performances for which AMBAZE is not responsible, health risks due to pandemics or the outbreak of infectious or life-threatening diseases or diseases presenting a longterm health risk against which no adequate protection exists, shortages of energy or raw materials, bottlenecks or obstacles in shipping which are not the fault of AMBAZE, interruptions in operations for which AMBAZE is not responsible due e.g. to fire or water damage or damage to machinery, and all other significant impediments which were not foreseeable at the time of concluding the contract and for which AMBAZE is not responsible, and insofar as they cannot be remedied without unreasonable expense, shall be deemed to be equivalent to force majeure.

(5) The risk of unforeseen changes to the framework conditions for performances by AMBAZE at a place of performance outside the territory of the Federal Republic of Germany which is not also an AMBAZE location shall be borne by the Customer even if the occurrence of such changes could have been foreseen as possible at the time of concluding the contract.

(6) If, despite due and proper and adequate cover at the time of concluding the contract with the Customer (congruent cover), AMBAZE (for reasons for which AMBAZE is not responsible) does not receive the services or deliveries from suppliers necessary for providing the owed performances or does not receive the same correctly or on time or if events of force majeure occur for a duration of considerable significance for the implementation of the contract, AMBAZE shall inform the Customer of this in text form without undue delay. AMBAZE has the right to postpone delivery / the performance for the duration of the hindrance or to rescind all or part of the contract on account of the portion thereof which has not yet been fulfilled, insofar as AMBAZE has complied with its duty to provide information as provided for above and has not expressly undertaken the procurement risk or any guarantee of performance. Rescission shall oblige AMBAZE to repay any counter-performances rendered by the Customer without undue delay, insofar as such counter-performances relate to per-

performances which are no longer owed by AMBAZE.

(7) Goods, work deliveries, rental items and other object-related performances by AMBAZE shall be examined in a reasonable and appropriate manner by the Customer without undue delay after transfer/manufacture for completeness and any defects reported (section 377(1) of the German Commercial Code (HGB - Handelsgesetzbuch). Otherwise, the goods shall be deemed to have been approved and accepted, unless the defect was not perceptible during the examination (section 377(2) HGB). Warranty rights are also excluded if a defect is found later and not reported without undue delay.

§4 PRICES, STATED PRICES

(1) Prices stated in quotes shall in case of doubt be deemed to be ex warehouse Kassel. They are subject to the addition of costs for packaging.

(2) Prices stated in all quotes are subject to statutory VAT at the applicable rate.

(3) Agreed payment claims by AMBAZE are created upon delivery, performance (including partial performance) or upon readiness of the goods for collection and are due for payment without deduction upon receipt of the invoice. AMBAZE has the right to make payment due for partial performances by issuing partial invoices.

§5 PAYMENT, ARREARS OF PAYMENT

(1) The date of credit of payment to the recipient account of AMBAZE shall be definitive for the punctuality of non-cash payments, unless the Customer is not responsible for any delay in such credit.

(2) AMBAZE shall apply payments by the Customer remitted without intended purpose instructions to open obligations of the Customer at its reasonable discretion.

(3) The Customer is entitled to a right of set-off or retention only if its counter-claims have been established with legally binding effect or if they are uncontested by AMBAZE. The right to refuse performance under section 320 BGB remains unaffected.

(4) AMBAZE has the right to withhold its own performances under the business relationship for the duration of arrears of payment by the Customer or to make its own performances dependent upon prepayment or the rendering of liquid securities by the Customer. The same also applies to the fulfilment of warranty obligations. The Customer may not claim discounts or any other deductions dependent upon the method of payment in respect of claims for payment by AMBAZE which are due or become due during a period of arrears of payment.

§6 SHIPPING

(1) Shipping is as a matter of course for the account and at the risk of the Customer. The Customer also bears the transport risk in the case that freightpaid delivery has been agreed. If shipping is delayed for reasons for which the Customer is responsible, the risk is transferred to the Customer with effect from the date on which the goods are ready for shipping.

(2) Except as otherwise separately agreed, the

terms of shipping and delivery are cash on delivery without discount.

§7 WARRANTY FOR SALE OR WORKS DELIVERY

(1) Except as otherwise agreed, used movable goods are sold subject to the exclusion of any warranty or guarantee whatsoever. If, in deviation herefrom, AMBAZE grants warranty rights, AMBAZE shall be authorised, except as specifically otherwise agreed, to deliver replacement for defective goods or to repair them or to demand the reversal of the contract.

(2) Warranty rights for new movable goods shall expire one year after the transfer of risk. This shall also be the case if, in deviation from subparagraph (1), a warranty for used movable goods has been agreed.

(3) The date of transfer to the forwarder or carrier or at the latest the date of leaving the warehouse shall be definitive for the condition of the goods under the terms of contract.

(4) Insofar as a prior supplier / manufacturer undertakes a warranty or guarantee to the Customer, the liability of AMBAZE is excluded and AMBAZE may refer the Customer to the prior supplier / manufacturer subject to assignment of the claims against the prior supplier / manufacturer.

(5) Warranty claims of the Customer shall lapse if it does not without undue delay give AMBAZE the opportunity to examine the defect and, if applicable, remedy it.

(6) AMBAZE is authorised in the first instance to make replacement delivery of defective goods or repair them or reimburse the Customer for the reduced value. The Customer may only assert claims beyond this if the warranty performance by AMBAZE repeatedly fails or the reference to replacement delivery, repair or price reduction is grossly inequitable as a result of particular circumstances.

(7) The provisions relating to the exclusion and limitation of the Customer's warranty rights (including limitation periods) shall not apply in the event of intentional or grossly negligent action by AMBAZE, in the event of injury to body, life or health, the undertaking of a guarantee of freedom from defect, liability under the Product Liability Act or the undertaking of a procurement risk.

§8 RETENTION OF OWNERSHIP FOR SALE OR WORK DELIVERY

(1) The delivered goods remain the property of AMBAZE until payment in full of all receivables arising from the business relationship with the Customer - on any legal grounds whatsoever - including receivables arising in the future and receivables arising from orders made at the same time or subsequently ("Goods Subject to Reservation").

(2) If the Goods Subject to Reservation are processed further, AMBAZE acquires co-ownership of the newly-created goods. If AMBAZE's ownership ceases due to mixing, combining or processing, the Customer assigns as of now the proprietary rights in the new goods to AMBAZE as security for all existing receivables. The co-ownership rights created in accordance herewith shall be deemed to

be Goods Subject to Reservation within the meaning of this paragraph.

(3) The Customer may resell the Goods Subject to Reservation only in the normal course of business and as long as it is not in arrears of payment. The Customer does not have the right to make any further dispositions. The Customer must treat the Goods Subject to Reservation with care. It must insure them at its own expense against loss and damage due to fire, water and theft with adequate replacement value cover. Insofar as maintenance or inspection work is necessary, the Customer must carry this out in good time at its own expense. It may not pledge the Goods Subject to Reservation or transfer them as security. The Customer assigns as of now its claims for payment against its buyers arising from resale of the Goods Subject to Reservation and those receivables due to the Customer in relation to the Goods Subject to Reservation which are created against its buyers or third parties on any other legal grounds (in particular claims arising from unauthorised handling and claims for insurance pay-outs), including all balance claims from current accounts. AMBAZE accepts this assignment.

(4) If AMBAZE makes use of its reservation of ownership, this shall be deemed to be rescission of the contract only if such rescission is expressly declared in writing by AMBAZE. The Customer's right to be in possession of the Goods Subject to Reservation shall cease if it fails to comply with its obligations under this contract or other contracts. AMBAZE has the right to reclaim the Goods Subject to Reservation. AMBAZE has the right to realise the Goods Subject to Reservation reclaimed by it. The proceeds from such realisation will be set off first against the costs of realisation and then against the amounts by which the Customer is in arrears of payment.

(5) AMBAZE must be informed without undue delay of any seizure of or other detriments to the goods by third parties.

(6) If the value of the existing security exceeds AMBAZE's total claim against the Customer by more than 20 %, AMBAZE is obliged to release securities at its own discretion upon request by the Customer.

§9 TERM OF RENTAL IN CASE OR RENTAL

(1) The rental term is calculated in days and weeks. The minimum rental term is one day. Part-days count as full days.

(2) The rental term begins at the time of dispatch or collection from the AMBAZE warehouse in Kassel, Hamburg, Frankfurt or Berlin and ends at the agreed time of return. If the return of the rented item is delayed beyond the agreed time of return, AMBAZE may demand, as compensation for the use of the item for the duration of the period during which the item is being withheld, the agreed hire charge or a hire charge which can be obtained in the marketplace at the centre where the item is being withheld.

§10 USE OF THE RENTED ITEM

(1) The Customer must treat the rented item care-

fully, keep it in a safe place, protect it against harm and damage and maintain it in a usable condition. It must in particular follow the instructions for maintenance, care and use.

(2) The rented item may only be transferred to third parties with the prior written permission of AMBAZE. Except as otherwise agreed, the Customer must keep the rented item in its own immediate possession and only use it at the agreed locations. The Customer shall enable AMBAZE to examine the rented item at any time.

(3) AMBAZE has the right to swap out individual rented items during the term of the rental without detriment to the use as provided for in the contract and replace them with equivalent items.

§11 CUSTOMER'S LIABILITY FOR RENTAL

(1) The Customer is liable to AMBAZE for damage or other extraobligatory wear and tear occurring during the rental period to the rented item and its accessories caused by itself or third parties. The Customer bears the risk of chance destruction and of any chance damage or loss of the rented item from the beginning of the rental term until the return of the rented item.

(2) In the event of total loss, the Customer shall reimburse the cost of replacement of the rented item, irrespective of whether or not it is responsible for the total loss.

§12 WARRANTY FOR RENTAL

(1) AMBAZE is responsible for and owes the functioning condition of the rented item only at the time of transfer of risk. AMBAZE accepts no liability for material damage or loss or personal injury which may arise from the use of the rented item insofar as such damage or loss does not result from a defect in the rented item. The Customer is obliged to report defects in the rented item without undue delay. In this event, AMBAZE must be given the opportunity to remedy the defect or swap out the rented item with another, equivalent, rented item. The reporting of a defect is a precondition for warranty rights of the Customer.

(2) The Customer is obliged to indemnify AMBAZE against any and all third party claims which may be made against AMBAZE arising from or in connection with the use of the rented item. AMBAZE's claim for indemnity also covers in particular the costs incurred for defence against claims by third parties. AMBAZE shall not be liable for any loss or damage incurred by the Customer from the use of the rented item - in particular damage or loss to other items or personal injury - unless such loss or damage results from a defect.

(3) In the event of breakdown of the rented item, the Customer has a claim for compensation or may rescind the contract. Compensation shall be limited to the amount of the agreed hire charge. Any further claims by the Customer over and above this for compensation of damages are excluded. Insofar as AMBAZE's liability is excluded, this shall also apply to the personal liability of the staff employed by AMBAZE. If rented items are hired without AMBAZE staff, the Customer must ensure compliance with all applicable safety regulations, in parti-

cular the Accident Prevention Regulations (UVV -Unfallverhütungsvorschriften) and the VDE (Verband der Elektrotechnik / Association for Electrical, Electronic and Information Technologies) standards.

§13 THIRD PARTY RIGHTS WITH RENTAL

The Customer shall keep the rented item free of all burdens, claims, availments and liens of third parties. It is obliged to inform AMBAZE without undue delay and send it all necessary documentation if during the term of the rental contract the rented item is seized or in any other way claimed or availed of by third parties. The Customer undertakes to pay the costs required to remove any such interventions by third parties.

§14 INSURANCE BY THE CUSTOMER FOR RENTAL

(1) The Customer is obliged to take out due and proper and adequate insurance against the risk generally associated with the rented item and its proper intended use. The insurance policy must be presented to AMBAZE upon request as proof of insurance.

(2) AMBAZE may insure the rented item with the Customer as beneficiary against damage, but not against damage or loss caused by negligence or improper use on the part of the Customer. The cost of insuring the appliance will be billed to the Customer. If required, the Customer will be permitted to inspect the insurance policy on the premises of AMBAZE.

§15 LIMITATION OF LIABILITY (COMPENSATION)

(1) AMBAZE shall be liable for loss or damage arising from injury to the life, body or health of persons caused as a result of an intentional or grossly negligent breach of duty and for other loss or damage resulting from grossly negligent or intentional breach of duty by AMBAZE or a legal representative or a vicarious agent.

(2) In respect of other material and property damage, AMBAZE's liability shall be limited to damage typically foreseeable for the type of contract and limited to the amount of cover of AMBAZE's third party liability insurance in the amount of € [...insurance sum] for material damage and € [...insurance sum] for property damage. It is incumbent upon the Customer to insure appropriately against risks over and above this or to draw AMBAZE's attention to the fact that the scope of typically foreseeable damage for the type of contract may exceed the amount of cover under AMBAZE's insurance and the Customer cannot insure against these risks. In such a case, AMBAZE's liability is only limited to typically foreseeable damage and only to the extent that the insurance cover is not adequate to compensate for damage in the case of foreseeable damage and no third party is obliged to pay compensation to the Customer.

(3) Any liability of AMBAZE beyond this for damage or loss is excluded.

(4) If liability of AMBAZE has been agreed (including in respect of its agents) for slightly negligent breach of duty, such liability shall be

limited to the foreseeable, direct, average damage or loss that is typical for the type of contract. (5) Mandatory liability under the Product Liability Act is not affected by these limitations of liability.

§16 FORMAL REQUIREMENTS, APPLICABLE LAW, JURISDICTION, SEVERABILITY

(1) Fax, email, a readable scan made with standard software or another such readable and storable electronic form of the agreement or declarations leading to it shall be sufficient to comply with the agreed written form if these make an originator clearly identifiable. The application of section 127(2) sentence 2 BGB shall not be affected.

(2) The business relations between AMBAZE and the Customer shall be governed by the law of the Federal Republic of Germany to the exclusion of the UN Convention on the International Sale of Goods. The language of the contract and the contractual negotiations shall be German.

(3) The venue of jurisdiction for all disputes arising directly or indirectly from the business relations between AMBAZE and the Customer shall be the place where AMBAZE has its registered office.

(4) Should any provisions in these Terms be or become invalid, the validity of the remaining clauses of these Terms shall not be affected thereby. The Parties undertake to agree that permissible provision by way of replacement which comes closest to the mutual will of both Parties.