

## General terms of business (GTC) for KeREL International GmbH

### §1

For all deliveries and services within a contractual relationship between KeREL International GmbH – hereinafter referred to as KeREL – and the customer/contractor, the following terms and conditions shall apply only. Each amendment and change must be made in written form.

### §2

Delivery agreements made by KeREL are essentially provisional guidelines. In particular, no liability shall be assumed for delays which are not caused by KeREL, but specifically because of customs clearance in import and export, authorizations provided by the customer or advance freight.

### §3

Offer prices are excluding transport insurance. KeREL will be happy to provide insurance cover. The order will only then be covered by KeREL for the customer with transport insurance if this has been expressly instructed or the customer has already requested cover in previous orders.

### §4

KeREL is solely liable under the terms and conditions and the German Commercial Code (8.33 SZR). For international transportation the liability is limited under the terms of CMR. KeREL only accepts orders with agreement of the general German haulage company's terms and conditions in the current version. Limitation of liability under article 23 of ADSp term according to the § 431 German Commercial Code; the liability of the freight forwarder for loss of or damage to goods, with the exception of warehousing on request, is limited to € 5 per kilogram of gross weight of the consignment under section 23.1.1; in case of damage occurring to goods whilst being carried, the damage is limited – contrary to section 23.1.1 – to the legally limited Maximum amount specified for this type of carriage; in case of a contract of multi-modal carriage – including sea transport – to 2 SDR per kg; to € 1 million or 2 SDR per kg per claim, whichever is the higher. The article 27 of ADSp does not apply otherwise agreement maximum limit of liability in terms of article 25 of Montreal Convention. According to section 18.1, all Invoice of freight forwarding are to pay with immediately effect.

### §5

Contradictory general terms and conditions of the customer/contractor shall not be binding on KeREL. These General Terms and Conditions shall also apply where KeREL, in knowledge of contradictory terms and conditions of the customer/contractor, makes performance even where KeREL does not expressly contradict the same. Additional obligations assumed by KeREL shall not affect the validity of these General Terms and Conditions of Sale.

## **§6**

Without waiving further-reaching statutory rights, KeREL shall be entitled to cancel the contract without compensation if the customer contradicts the validity of these General Terms and Conditions, if application has been made for the opening of insolvency proceedings in relation to the assets of the customer, if the customer fails to comply with fundamental obligations towards KeREL or a third party without providing a legitimate reason, if the customer has provided inaccurate information concerning its credit-worthiness, if KeREL following the conclusion of the contract receives information about a serious deterioration of the financial situation of the customer, if KeREL itself through no fault of its own is not correctly or punctually supplied with its own deliveries, or if for any other reason it is no longer possible for KeREL to fulfill its performance obligations with means which, having regard to its own interests of the customer recognizable at the conclusion of the contract, as well as, in particular, the agreed consideration, can reasonably be expected of it.

## **§7**

With regard to all rights and claims arising from this contract, the non-uniform law of the Federal Republic Germany (ADSp/BGB/HGB) shall apply. The applicability of the UN Convention on the International Sale of Goods (CISG) is expressly excluded. The court venue shall be München, unless the customer/contractor is a consumer or has no general court of jurisdiction in Germany.

## **§8**

For all - contractual and non-contractual – disputes arising from contracts to which the General Terms and Conditions of Sale apply, the local and international exclusive competence of the courts competent for München is agreed. This competence also excludes in particular any other judicial competence which is prescribed by law on account of a personal or material connection. The customer shall also not be entitled to raise any counterclaim, sett-off, interpleaded proceedings or right of retention before any other court than the court with exclusive competence in München. KeREL shall, however, also be entitled in individual cases to institute proceedings at the registered place of business of the customer or before other courts with competence under national or foreign law.

## **§9**

For activities and provision of services in the operating point are valid the “Regulation for External Companies” the KeREL International GmbH, which the contractor is to be made available.