

General Terms and Conditions of Business

for commercial transactions

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1. *Scope and customer base*

- 1.1 The following General Terms and Conditions of Business apply to orders from enterprises in commercial transactions and can be viewed online at www.greenit-solution.com. Other GTCBs apply to orders from our online shop, our eBay shop and our Amazon shop. These can be viewed at www.greenit-solution.com/terms-of-use.
- 1.2 Our GTCBs apply exclusively. We do not recognise any conflicting terms and conditions or different terms and conditions of the customer unless we have expressly consented to their applicability in writing. Our GTCBs still apply even if we deliver to the customer without reservation although we are aware of conflicting terms and conditions or terms and conditions of the customer different from our own terms and conditions of sale.
- 1.3 Our GTCBs apply to enterprises within the meaning of Section 310 (1) of the German Civil Code (Bürgerliches Gesetzbuch, BGB).

2. *Conclusion of a contract*

Our offers are subject to change and are non-binding. If an order is to be classified as an offer according to Section 145 of the BGB, we have two weeks within which we can accept it (order acknowledgement).

3. *Performance, delivery*

- 3.1 Unless otherwise agreed, the content and scope of our performance will be supplied as per the order acknowledgement. We reserve the right to modify the product - especially as a result of continuing development - provided that the agreed performance data is achieved.
- 3.2 The delivery period shall not begin until all technical queries have been clarified.
- 3.3 Delivery shall be to the delivery address stated by the customer. Unless otherwise stated in the offer, we shall determine the appropriate method of shipment and the forwarding company at our own reasonably exercised discretion. As a rule, our deliveries are carried out by UPS or DHL.

- 3.4 Partial deliveries are permitted and can be invoiced separately.
- 3.5 If the customer defaults with regard to acceptance or if the customer culpably breaches any other duties of cooperation, we shall be entitled to demand compensation for any losses incurred as a result, including any additional expenses. We reserve the right to assert further claims and rights.
- 3.6 The risks of accidental destruction, accidental damage or accidental loss are transferred to the customer upon dispatch of the goods to the forwarding agent.

4. *Prices, transport costs and payment*

- 4.1 Unless otherwise stated in the order acknowledgement, prices shall be "ex works", excluding packaging; this will be invoiced separately. Statutory value added tax is not included in our prices; it will be indicated separately in the invoice at the statutory rate on the day of invoicing.
- 4.2 The customer may only assert its right to offset or withhold payment if the customer's counterclaim has been declared final and absolute or is undisputed.

5. *Retention of title*

- 5.1 The goods shall remain our property until full payment has been effected. If the customer falls more than 10 behind with its payment, we shall be entitled to withdraw from the contract.
- 5.2 Before ownership of the goods supplied under reservation of title is transferred to the customer, they may neither be pledged nor offered as security.
- 5.3 Resale of the goods in the ordinary course of business is permitted. In this case, the customer hereby assigns to us all receivables up to the invoiced amount that are due from the resale. We accept the assignment but the customer remains entitled to collect the receivables.
- 5.4 In the event that the goods supplied under reservation of title are combined or mixed with other items, we shall acquire joint title to the new item in proportion of the value of the goods supplied under reservation of title to the value of the other processed items at the time of processing.

6. *Warranty*

- 6.1 The customer shall inspect the goods without delay and with due care and attention in order to determine any deviation from the agreed quality and quantity. The customer shall notify us of any obvious defects within 7 days of receipt of the goods. The deadline shall be deemed to have been met if the notification of defects is sent within the permitted period. This applies analogously to concealed defects discovered at a later time. If this duty to inspect and submit a complaint is not observed, the possibility of asserting any warranty claims shall be subsequently excluded. The provisions of Sections 377 and 378 of the German Commercial Code (Handelsgesetzbuch, HGB) remain hereby unaffected.

- 6.2 If the goods supplied are defective, the customer is entitled, within the framework of the statutory provisions, to demand that we make good the defect by means of repair or supply of a defect-free item. We may decide how we make good the defect. If we fail to make good the defect, the customer is entitled to reduce the purchase price or withdraw from the contract.
- 6.3 Claims for defects shall become time-barred after 12 months, starting from the transfer of risk.

7. *Limitation of liability*

- 7.1 We are liable for wilful intent and gross negligence. Furthermore, we are liable for negligent breach of duties whose fulfilment is essential for the orderly performance of the contract, whose infringement jeopardises fulfilment of the purpose of the contract and upon whose fulfilment the customer routinely relies. However, in the latter case, we are only liable for foreseeable losses typically associated with such a contract. We are not liable for slightly negligent infringement of any duties other than those stated in the above clauses.
- 7.2 The above exclusions of liability shall not apply in the event of injury to life, limb or health. Liability according to the Product Liability Act (Produkthaftungsgesetz) shall remain hereby unaffected.

8. *Applicable law*

The law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

9. *Contract language*

The contract language is German.

10. *Final provisions*

If the customer is a trader (Kaufmann) within the meaning of Section 1 (1) of the HGB, a legal person under public law or a special fund under public law, the courts of Munich shall be exclusively responsible for all disputes arising from or in connection with the contractual relationship concerned.

Should any individual provisions of these GTCBs be or become invalid, this shall not affect the validity of the remaining provisions.

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