

General Terms and Conditions of Sale, Delivery and Payment of BeCode GmbH, 42781 Haan, Germany

1. Applicability

These General Terms and Conditions shall exclusively apply; any conflicting terms of the Client or terms and conditions which diverge from our Terms and Conditions shall not be accepted, unless we have expressly agreed to them in writing. Our Terms and Conditions of Sale, Supply and Payment shall also apply if we, with knowledge of the Client's conflicting or diverging terms, perform the delivery to the Client without reservation. Our Terms and Conditions of Sale, Supply and Payment shall also apply to all future business transactions with the Client.

2. Offers

2.1 Our offers are in all respects non-binding.

2.2 We reserve ownership rights and the copyright to images, drawings, calculations and all other documentation. Said documentation may not be made available to third parties without our express written consent.

2.3 Unless otherwise agreed, our Technical Terms and Conditions of Supply shall apply to the contractual relationship with regard to all technical issues; otherwise the relevant DIN standards shall apply.

3. Prices and payment terms

3.1. Unless otherwise specified in the contractual agreements, our prices shall be "ex works" exclusive of packaging; packaging shall be charged separately plus statutory VAT.

3.2. All our prices are quoted net; they are quoted exclusive of VAT at the statutory rate as applicable on the day of invoicing.

3.3. The following minimum order surcharges apply:

Goods value of up to € 500.00: surcharge of € 25.00 per order

Goods value of up to € 250.00: surcharge of € 50.00 per order

3.4. Unless otherwise agreed by contract, the Client shall be deemed in default if payment is not received within 30 days of receipt of an invoice or a request to pay.

In the absence of a special written agreement the Client shall not be entitled to any discounts.

3.5. The Client shall only be entitled to offset counterclaims if his counterclaims have been finally established by court of law, are undisputed, or acknowledged by us. Furthermore, the Client shall only be entitled to claim a right of retention if his counterclaim is based on the same contractual relationship as the claim for payment.

4. Delivery and delivery times

4.1. Clarification of all technical queries shall be a prerequisite to the starting of the agreed delivery term.

4.2. Should we be delayed in delivering for reasons for which we are responsible, the Client's claims to compensation for the damage incurred by the delay shall be limited to 5% of the order value for each complete week of delay and a maximum total of 50% of the delivery value. This limitation shall not apply where the delay is due to intent, gross negligence or the breach of essential contractual obligations (so-called "cardinal duties").

4.3. Claims for damages by the Client due to delayed delivery and claims for damages in place of performance which exceed the limits specified in paragraph 2 shall be excluded in all cases of delayed delivery, including after expiry of any period of grace set to us for delivery. This shall not apply where liability is mandatory in cases of intent or gross negligence or due to death or personal injury; this shall not entail a shift of the burden of proof to the Client's disadvantage. The Client may only withdraw from the contract in accordance with the statutory provisions if we are responsible for the delay in delivery.

4.4. The Client shall, at our request, declare within a reasonable time period whether he intends to withdraw from the contract due to the delay in delivery and/or demand compensation in place of performance, or insist on performance.

4.5. Should the Client be delayed in accepting the services or breach any other duties of cooperation, we shall be entitled to claim the damage incurred by us including any additional costs.

In this case, the risk of accidental perishing or accidental deterioration of the purchase item shall transfer to the Client at the time of the start of the Client's delay in accepting.

4.6. Unless otherwise agreed we shall be entitled to deliver part-services. The Client shall not be entitled to refuse part-services, unless he cannot reasonably be expected to accept them due to the nature of the obligation and/or the nature of the goods or their purpose. Moreover, surplus amounts and shortfalls in deliveries of up to 10% of the ordered volume shall be permissible in each case; such surplus amounts or shortfalls shall not give the Client a right to issue a complaint.

5. Transfer of risk

5.1. Unless otherwise specified in the contractual agreements, delivery "ex works" shall be deemed agreed. This shall also apply where the purchase item is delivered to a different address at the Client's request. The risk shall then pass to the Client upon handover of the purchase item to the haulage person.

5.2. We shall take out transport insurance for the delivery where this is expressly requested in writing by the Client; the Client shall bear the costs associated with this insurance.

6. Warranty

6.1. Any warranty rights of the Client are conditional upon the Client's observance of his duties to inspect and issue notifications of defects in accordance with Sections 377, 378 of the German Commercial Code (HGB).

6.2. Where a purchase item is defective, we shall always at first instance be given the opportunity to render subsequent performance in accordance with Section 439 of the German Civil Code (BGB).

6.3. Where we are not willing or able to render subsequent performance or where subsequent performance is delayed beyond reasonable time periods for reasons for which we are responsible, or should subsequent performance fail for any other reason, the Client shall be entitled to, at his discretion, withdraw from the agreement or request a reduction of the purchase price.

6.4. Unless otherwise specified below, any further claims of the Client – regardless of legal grounds – shall be excluded. We shall therefore not be liable for damage caused to objects other than the delivered item itself; in particular, we shall not be liable for loss of profits or any other pecuniary losses of the Client. The above exclusion of liability shall not apply where the cause of damage is based on intent or gross negligence, or in cases of personal injury or death. Furthermore, it shall not apply where we have given a guarantee for the quality or durability of an item. Furthermore, the above exclusion of liability shall not apply to damage caused by a culpable breach of essential contractual duties ("cardinal duties"); in the absence of intent or gross negligence or guarantees given by us, our liability in this case shall be limited in terms of amount to damage which is foreseeable for the type of contract in question.

6.5. The Client's warranty claims shall lapse after twelve months. This shall not apply where statute according to Section 438 (1) No. 2 BGB (buildings and items for buildings), Section 479 (1) BGB (recourse claims) and Section 634a (1) No. 2 BGB (building defects) prescribes longer periods of preclusion

7. Warranty for the sale of used machinery

Where the subject of the contract of sale is a used machine, a used vehicle or any other used item, the sale shall exclude any warranty.

8. Repairs

In general we provide a warranty of at least 12 months on our products. For end customers, the warranty begins on the date of purchase and for resellers on the date of resale, however no later than 6 months after their purchase of the goods from BECODE.

For merchandise sent in outside the guarantee period we charge a flat handling fee of 25.00 € per lock. This amount will be credited to you in case of repair or upon replacement.

8. Total liability

8.1. Any liability for damages and compensation exceeding that provided in Section 6 shall – regardless of the legal nature of the claim asserted – be excluded. This provision shall not apply to claims asserted against us in accordance with Sections 1 and 4 of the German Product Liability Law (*Produkthaftungsgesetz*). The exclusion of liability shall also not apply in cases of intent, gross negligence or death or personal injury, or in the case of breach of essential contractual duties (“cardinal duties”). However, in the absence of intent or gross negligence or liability due to death or personal injury, claims for damages due to a breach of essential contractual duties shall be limited to damage which is foreseeable for the type of contract in question. The above provisions shall not entail a shift of the burden of proof to the Client’s disadvantage.

8.2. Any exclusion or limitation of our liability shall also apply in respect of the personal liability of our salaried staff, workers, employees, representatives and vicarious agents.

9. Retention of title

9.1. We reserve ownership in the purchase item until the full purchase price including any ancillary costs (transport, packaging, etc.) has been settled. In the event of a breach of contract on the part of the Client, in particular default in payment, we shall be entitled to withdraw from the agreement and reclaim the purchase item. Following reclaiming of the purchase item we shall be entitled to exploit the same; any proceeds of exploitation remaining after deduction of reasonable processing costs shall be credited against the Client’s liabilities.

9.2. The Client shall handle the purchase item with due care. He shall insure it adequately at new replacement value against damage from fire, water and theft at his own expense. Maintenance and servicing shall, wherever necessary, be carried out by the Client at his own cost and in good time.

9.3. The Client shall inform us immediately in writing of any pledging or other access of third parties. Furthermore, the Client shall in this case assist us fully in asserting our rights in and out of court, and in particular provide us with the required documentation.

9.4. The Client shall be entitled to sell the purchase item within the ordinary course of business; however, he herewith assigns to us all claims, equating to the final invoice amount (including VAT), which accrue to the Client from the sale to his customer or third party. This assignment shall be granted irrespective of whether the purchase item is sold on after or without processing. We herewith accept the assignment.

The Client shall remain entitled to collect sums receivable in the context of the ordinary course of business. This entitlement shall lapse if the Client fails to meet his liabilities from the proceeds received, or is in default with regards to payment. It shall also lapse if an application to open insolvency proceedings over the Client’s assets is filed, or if the Client discontinues his payments. In these cases we shall be entitled to collect the assigned claims ourselves. The Client shall be under obligation to provide all information necessary for collection and to hand over all associated documentation. Furthermore, the Client shall in this case disclose the fact of the assignment to the creditors (third parties).

9.5. Any processing or remodelling of the purchase item by the Client shall always be deemed carried out on our behalf. Where

the purchase item is processed together with other items which do not belong to us, we shall acquire co-ownership in the new object to the extent of the proportionate value of the purchase item at the time of processing compared to the other processed items. Moreover, the same provisions shall apply to the object created by processing as to the purchase item supplied subject to reservation of title.

9.6. Where the purchase item is mixed inseparably with other items which do not belong to us we shall acquire co-ownership in the new object to the extent of the proportionate value of the purchase item at the time of processing compared to the other processed items. Where the mixing is done in a way that means the Client’s object is to be considered the principal object, it shall be deemed agreed that the Client shall assign to us proportionate co-ownership rights. The Client shall store the property or share of property thereby created on our behalf.

9.7. We undertake, at the Client’s request, to release the securities to which we are entitled insofar as the value of our securities exceeds the value of the claims to be secured by over 20%; the selection of securities to be released shall be made by us.

10. Place of performance, applicable law and place of jurisdiction

10.1. Unless otherwise agreed, the place of performance shall be our company’s registered seat.

10.2. The law of the Federal Republic of Germany exclusively applies to all commercial relationships with us. Applicability of the CISG (UN law on the sale of goods) shall be excluded.

10.3. Where the Client is a businessman, the courts of the Federal Republic of Germany shall be responsible internationally for all legal disputes.

The place of jurisdiction shall in all cases be the registered seat of our company. However, we shall be entitled to commence legal proceedings at the Client’s general place of jurisdiction. These provisions regulating jurisdiction shall also apply to action for assertion of a claim concerning payment of a cheque or bill of change.

Updated: 1 November 2019