

General Terms & Conditions of Eichkamp GmbH & Co. KG

1. Complaints can only be sent to us immediately upon receipt of goods or within 24 hours.
2. Goods supplied shall remain our property until full payment is received and we assert the right of extended and prolonged title of ownership, including advance assignment of resale of goods.
3. Payment without deduction shall be due 10 days after receipt of goods. In the event of a later payment, default interest of 5% above the applicable base interest rate of the European Central Bank shall be due.
4. Place of performance for delivery and payment shall be Garrel. Place of jurisdiction shall be Cloppenburg

General Terms & Conditions of Karl Kemper Convenience GmbH

General - Scope

1. The following General Terms and Conditions of Karl Kemper Convenience GmbH shall apply exclusively. Buyer's conflicting terms or conditions or deviating from the following General Terms and Conditions are not recognised, unless Karl Kemper Convenience GmbH had expressly agreed to their validity in writing. The following General Terms and Conditions shall also apply if Karl Kemper Convenience GmbH carries out deliveries to the Buyer without reservation despite being aware of terms and conditions of the Buyer that conflict with or deviate from our Terms and Conditions.
2. All agreements concluded between Karl Kemper Convenience GmbH and the Buyer for the purpose of execution of this contract shall be made in writing in this contract.
3. The General Terms and Conditions of Karl Kemper Convenience GmbH shall also apply to all future transactions with the Buyer.

Offer and Conclusion of Contract

All offers of Karl Kemper Convenience GmbH are subject to change and non-binding, unless otherwise

expressly agreed in writing. Orders are deemed accepted when confirmed or executed by Karl Kemper Convenience GmbH.

Prices

Deliveries and invoices of Karl Kemper Convenience GmbH shall be made at the respectively agreed prices and conditions. The statutory value-added tax shall be paid by the Buyer at the statutory rate on invoice date. Additional deliveries and services shall be charged separately. Unless otherwise agreed, prices are understood to be including normal packaging, ex works or DDP as specified in our offer.

Period for Delivery and Performance, Default in Delivery

1. Dispatch is made at Buyer's expense and risk. The dates and deadlines indicated by Karl Kemper Convenience GmbH are not binding unless otherwise expressly agreed in writing.
2. If Karl Kemper Convenience GmbH defaults in delivery possible claims for damages in case of slight negligence shall be limited to an amount of 50% of the damage foreseeable at the time of contract conclusion. Further claims for damages shall require that the cause of the delay is based on intent or gross negligence or timely delivery in a particular case constitutes contract essential duties (cardinal obligation).

Warranty, Limitation of Liability

Complaints of any kind (in particular with respect to the quality and quantity of the goods) shall be made immediately after delivery of the goods, at the latest within 24 hours in writing or by phone, in such a way that Karl Kemper Convenience GmbH is in a position to properly check justification of complaints. Unobjected goods shall be deemed to be approved. This shall also apply to the packaging of the goods. Notification on warranty claims must in any case be given to Karl Kemper Convenience GmbH within a preclusive period of 3 days which begins with the date of delivery. The product to be rejected shall be stored and handled properly. Returns shall only be made with the prior written consent of Karl Kemper Convenience GmbH. Claims to reduction shall not be offset but shall be claimed separately; other conditions shall only apply if claims to reduction are undisputed or have been legally established. In addition, any right to set-off is excluded, unless the counterclaims are undisputed or have been legally established. Possible warranty claims against Karl Kemper Convenience GmbH shall only be available to the immediate Buyer and may not be assigned. Neither the acceptance nor the obligation to pay shall be deferred by a complaint. Any claims of the Buyer beyond cancellation or reduction shall be excluded, irrespective of the legal grounds, if and to the extent that nothing else is stated below. Karl Kemper Convenience GmbH shall therefore not be liable for damages which are not caused to the delivery item itself; in particular, shall not be liable for loss of profit or other financial losses of the Buyer. The foregoing exemption from liability shall not apply to the extent that the cause of the damage is based on intent or gross negligence on the part of the legal representatives or executive employees of Karl Kemper Convenience GmbH. It shall also not apply if the Buyer asserts claims for damages due to non-fulfilment in accordance with §§ 463, 480 (2) BGB (German Civil Code) because of the absence of an assured property. If Karl Kemper Convenience GmbH negligently violates a contractual obligation (cardinal obligation) the company shall be liable for compensation of the foreseeable damage.

Total Liability

1. Any further liability for damages as provided in the above provision (warranty, limitation of liability)

shall be excluded without regard for the legal nature of the claim asserted; this applies in particular to all claims due to negligence at the time of conclusion of contract, infringement of ancillary rights and claims for tort, in particular those arising from producer liability pursuant to § 823 BGB.

2. The exclusion of liability shall not apply to claims arising from product liability according to the Product Liability Act. It shall also not apply in case of initial inability or impossibility of performance.

3. As far as the liability of Karl Kemper Convenience GmbH is excluded or limited, this shall also apply to the personal liability of its staff, employees, co-workers, representatives and vicarious agents.

Payment

Invoices of Karl Kemper Convenience GmbH shall be paid without any deduction 14 days after invoicing, unless otherwise agreed. The deadlines must be observed without fail. Karl Kemper Convenience GmbH shall be entitled, despite contrary provisions of the Buyer, to initially offset payments against older debts. If costs and interest have already been incurred, Karl Kemper Convenience GmbH shall have the right to offset first against the costs, then against interests and finally against the main service. A payment shall only be considered to be effected if Karl Kemper Convenience GmbH is able to dispose of the amount. Karl Kemper Convenience GmbH expressly reserves the right to refuse checks or bills of exchange.

Acceptance of checks or bills of exchange shall always take place only on account of performance. Discounting costs or bill of exchange charges shall be borne by the Buyer and shall be due and payable immediately. If the agreed due date for payment (maturity date) is exceeded and in other cases of a default in payment, default interest shall be invoiced in the amount of the current average interest rate calculated by commercial banks for open overdrafts, but at least in the amount of 5% above the respective discount rate of Deutsche Bundesbank (German Central Bank) or a successor organisation of the Deutsche Bundesbank. If Karl Kemper Convenience GmbH is in a position to prove a higher damage caused by delay, it shall be entitled to assert this claim. The Buyer shall, however, be entitled to provide evidence to Karl Kemper Convenience GmbH that no or less damage has occurred as a result of the delay in payment. If the customer fails to meet his payment obligations, in particular if a cheque is not honoured or he ceases payment or if Karl Kemper Convenience GmbH becomes aware of other circumstances that question creditworthiness of the customer, Karl Kemper Convenience GmbH shall be entitled to call the entire remaining debt due even if cheques and bills of exchange were accepted. In such case, Karl Kemper Convenience GmbH shall also be entitled to demand advance payments or security deposits. If the customer does not comply with the demand for advance payment or security deposits within a period of 4 days, Karl Kemper Convenience GmbH at its option shall be entitled to withdraw from the contract or to demand compensation for non-fulfilment. The same shall apply if Karl Kemper Convenience GmbH becomes aware of circumstances which already existed before or at the time of conclusion of the contract which render client's creditworthiness doubtful only after the conclusion of the contract. In the event of partial delivery and untimely payment, Karl Kemper Convenience GmbH shall be entitled to refuse the delivery of the quantities still to be delivered from the order without incurring a liability for damage. Payments to employees or representatives of Karl Kemper Convenience GmbH shall only be deemed as full satisfaction of debt if the employees or representatives of Karl Kemper Convenience GmbH have collection authority.

Reservation of Title

1. Karl Kemper Convenience GmbH reserves the title to the goods until all claims under the business

relationship (including balance claims) are paid, including claims which Karl Kemper Convenience GmbH might be entitled to for any legal reason against the Buyer now or in future. If the Buyer acts in breach of the contract, in particular in the event of a delay in payment, Karl Kemper Convenience GmbH shall be entitled to take back the goods. The withdrawal of the goods by Karl Kemper Convenience GmbH shall not constitute a withdrawal from the contract, unless expressly declared by Karl Kemper Convenience GmbH in writing or unless otherwise indicated by mandatory provision of law, particularly the Consumer Credit Law. Seizure of the goods by Karl Kemper Convenience GmbH shall always be a withdrawal from the contract. After taking back the goods, Karl Kemper Convenience GmbH shall be entitled to utilisation of the goods. Proceeds from the sale shall be credited against Buyer's liabilities (less reasonable utilisation costs).

2. In the event of seizure or other third party interventions, the Buyer shall be obliged to inform Karl Kemper Convenience GmbH immediately in writing so that judicial proceedings may be instituted pursuant to § 771 ZPO (Code of Civil Procedure). If the third party is not in a position to reimburse Karl Kemper Convenience GmbH for judicial and extrajudicial costs of an action pursuant to § 771 ZPO, the Buyer shall be liable for the loss incurred by Karl Kemper Convenience GmbH.

3. The Buyer is authorised to resell the delivered goods in the normal course of business. The buyer herewith assigns to Karl Kemper Convenience GmbH, and Karl Kemper Convenience GmbH accepts, all claims amounting to the final invoice amount (including value-added tax) that accrue to him against customers or third parties irrespective of whether the goods are resold without or after processing. The Buyer shall remain authorised to collect the receivables even after assignment. The right of Karl Kemper Convenience GmbH to collect the claims itself shall remain unaffected. Karl Kemper Convenience GmbH, however, undertakes not to collect the claims as long as the Buyer fulfils his payment obligations arising from the proceeds collected, does not default on payment and, in particular, no application for the opening of insolvency proceedings is made or payments are discontinued. Karl Kemper Convenience GmbH may require the Buyer to disclose the assigned claims and their debtors, to provide all information required for collection, to hand over the related documents and to notify the debtors (third parties) of the assignment.

4. The processing or transformation of the goods by the Buyer shall always be carried out at our premises. If the goods are processed with other objects not belonging to Karl Kemper Convenience GmbH, Karl Kemper Convenience GmbH acquires co-ownership of the new product in the ratio of the value the goods sold to the value of the other processed goods at the time of processing. The conditions that apply to a delivered reserve title good shall also apply to the resulting new item.

5. If the goods sold are inseparably mixed with other objects not belonging to Karl Kemper Convenience GmbH, Karl Kemper Convenience GmbH acquires the co-ownership of the new item in the ratio of the value of the sold goods to the other mixed items at the time of the mixing. If the mixing is carried out in such a way that the Buyer's item is deemed to be regarded as the main item, it is herewith agreed already that the Buyer shall assign co-ownership to Karl Kemper Convenience GmbH proportionately. The Buyer shall keep safe the resulting sole or co-ownership for Karl Kemper Convenience GmbH.

6. If the Buyer passes on the goods to a third party for storage, transport, etc., he hereby assigns to Karl Kemper Convenience GmbH, and Karl Kemper Convenience GmbH accepts, all claims against the warehouse owner, carrier, etc. with regard to the goods.

Place of Jurisdiction, Performance and Applicable Law

1. Place of performance shall be Borken/Westphalia/Germany.
2. Place of jurisdiction shall be Borken/Westphalia/Germany. Karl Kemper Convenience GmbH shall also be entitled to file a complaint against the Buyer at his general place of jurisdiction
3. German law shall apply for all contracting parties; particularly validity of the "Convention on the International Sales of Goods" (CISG, UN Sales Convention) will expressly be excluded.
4. The invalidity of individual provisions of these General Terms of Conditions shall not affect the validity of the remaining provisions.