

INFINITYCONST GmbH
General Conditions
of Sale and Delivery
Date: June, 2018

1. Scope, general provisions, form

1.1 All current and future deliveries and services shall be provided to our customers (hereinafter referred to as the "Purchaser") in accordance with these General Conditions of Sale and Delivery. The General Conditions of Sale and Delivery shall only apply where the Purchaser is an entrepreneur (as defined in Section 14 of the German Civil Code (BGB)), a legal entity under public law, or a special fund under public law. In particular, the General Conditions of Sale and Delivery shall apply to contracts on the purchase and/or delivery of portable items ("Goods"), irrespective of whether we manufacture said Goods ourselves or purchase them from suppliers (Sections 433 & 651, BGB).

Any provisions that deviate from, contradict or supplement these Conditions, in particular the Purchaser's General Terms and Conditions, shall not apply, even in cases where we do not explicitly disqualify said provisions or where the service under contractual obligation is provided unconditionally in recognition of contradictory or deviating terms and conditions declared by the Purchaser. Any such provisions shall only apply if we expressly confirm their validity in writing. Individual agreements made with the Purchaser on a case-by-case basis (including ancillary agreements, addenda and modifications) shall always take priority over these General Conditions of Sale and Delivery. Subject to evidence to the contrary, the contents of any such agreements must be set out in a written contract or confirmed in writing by us.

1.2 Any legally relevant statements or notices made by the Purchaser in reference to the contract (e.g. deadline notifications, reports of defects, notices of withdrawal or price reductions), must be submitted in writing or text form (e.g. by letter, e-mail or fax). Any statutory regulations with regard to form or other

evidence shall remain unaffected by this requirement, particularly in case of doubt regarding the authority of the party making the statement.

1.3 All information provided in the validity of statutory requirements is intended solely for purposes of clarification. As such, the statutory regulations shall continue to apply even without such clarification, insofar as they are not directly altered or expressly excluded by these General Conditions of Sale and Delivery.

2. Conclusion of the contract

2.1 Our quotations are non-binding and conditional. This also applies in situations where we have provided the Purchaser with catalogues, technical documentation (e.g. drawings, plans, calculations, references to DIN standards) or other product descriptions or documentation to which we own the intellectual property rights and copyright; this includes copies of such documentation in electronic form.

2.2 Any order placed by the Purchaser for the Goods shall be deemed a binding contractual offer. All orders for deliveries and services and all addenda or other agreements must be confirmed by us in writing in order to be deemed legally binding.

2.3 All specifications and descriptions provided by us with regard to the object of the delivery or service (e.g. material quality, weights, dimensions, practical value, durability, tolerances and technical data) are only approximate. All order-specific approval drawings provided by us correspond to the DIN standards that are applicable at the time we issue our order confirmation. Any statements, performance specifications, assurances or advice we offer shall only be binding for us if we have confirmed them in writing. Technical modifications, deviations from dimensions, weight and quality are permitted in accordance with DIN or standard practice.

2.4 We reserve the intellectual property rights and copyright to costs, estimates, drawings and other documentation issued by us; such documentation must not be made accessible to third parties, and must be returned without delay upon request or

if we are not awarded the contract in question.

3. Prices

3.1 All prices exclude value-added tax. Where applicable, the value-added tax shall be listed separately on the invoice at the legally applicable rate on the date of invoicing.

3.2 The prices apply **ex works St. Petersburg/Russian Federation**, excluding assembly and packaging costs. They only apply to the individual order in question. The Purchaser shall bear the packaging costs and the loading and transport costs, including the costs of export, customs and any transport insurance. Likewise, the Purchaser shall bear the cost of any customs charges, fees, taxes and other public levies.

3.3. Where order confirmation and delivery are separated by a period of more than three months and there are changes in this time to the conditions on which the invoiced price is based due to higher wage or material costs or other circumstances, including changes to calculations for technical reasons, we reserve the right to increase the price of the contract in accordance with the changes and the conditions on which the invoiced price is based. This shall also apply to call-off orders.

4. Deliveries and delivery deadlines

4.1 We reserve the right to make partial deliveries for any deliveries that can be divided into multiple elements.

4.2 Deadlines for deliveries or the provision of services shall only be deemed binding if expressly confirmed in writing by us.

4.3 The agreed delivery deadlines shall only apply on the condition that all the details of the order are clarified in good time, and that all the Purchaser's duties are performed on time.

4.4 The Purchaser may only set an extension to the delivery deadline if the agreed delivery deadline has been exceeded by more than two weeks. The deadline extension must be reasonable and allow at least three weeks for delivery. Should the extended deadline expire

without result, the Purchaser is entitled to withdraw from the contract if they cannot be expected to keep to it. The Purchaser shall not possess any further rights, in particular the right to claim for damages, except in cases of wilful intent or gross negligence on our part.

4.5 If the performance of accepted orders is impaired, delayed or becomes impossible due to circumstances caused by the Purchaser, we reserve the right to postpone the delivery, partial delivery or remainder thereof for the duration of the impairment, or to withdraw either entirely or in part from the contract; such action shall not entitle the Purchaser to claim for damages. We accept no responsibility for mitigating circumstances such as interventions by public authorities, disruptions to operations, strikes, lock-outs, disruptions to work due to political or economic circumstances, lack of sufficient raw materials or equipment, difficulties with the power supply, transport delays caused by traffic disruption, or unavoidable events that affect us, our suppliers or external companies upon whom the continuation of our business operations is contingent. This provision shall also apply if said events occur at a time when we are in default.

4.6 If, following expiry of the delivery deadline, the object of the contract or parts thereof cannot be acquired by the Purchaser, or cannot be shipped due to culpability on the part of the Purchaser, we reserve the right to set a two-week deadline extension and, should said extension expire without result, to claim for damages including additional expenses (e.g. storage costs) and/or to withdraw from the part of the contract that has not been fulfilled.

4.7 If, following conclusion of the contract, there are signs that the Purchaser's ability to perform is at risk, e.g. default/suspension of payments, application for the initiation of insolvency proceedings, transfer of working capital by way of security, or unfavourable reports from banking or credit institutes or credit insurers, we shall be entitled in accordance with the statutory regulations to withhold the service and, following the

setting of a deadline without result, to demand the provision of suitable security, e.g. in the form of absolute bank guarantees or advance payment, to withdraw from the contract, and/or to claim for damages. This provision does not affect the statutory regulations waiving the need for such deadlines.

5. Shipping, place of jurisdiction and transfer of risk

5.1 The shipment shall be made by us ex works **St. Petersburg/Russian Federation** – which shall also act as the place of jurisdiction for the delivery and any follow-up – at the risk of the Purchaser, even in situations where we bear the costs of shipping and other costs. We shall only insure the delivery if expressly instructed to do so, and at the expense of the Purchaser. If the delivery is insured against transport damage, the Purchaser must inform us without delay of any transport damage and request that the forwarding agent draw up a statement of facts.

5.2 If the Parties have agreed that the Purchaser shall collect the Goods, but said collection fails to occur within eight days following the agreed date, we shall carry out the shipment using a shipping method that seems favourable to us, at the expense of the Purchaser.

5.3 The risk of accidental destruction or deterioration of the goods, and also the risk of delay, shall, at the latest when the Goods are handed over to the Purchaser or when they are delivered to the forwarding agent, be transferred to the forwarding agent, the shipping manager or any other person or institution tasked with the delivery. If the Parties have agreed for an acceptance to be carried out, this shall define the point at which the risk is transferred. Any agreed acceptance shall also be subject to the statutory regulations as defined in labour and transportation contract law. If the purchaser defaults the acceptance, the hand-over/acceptance shall be deemed to have taken place.

5.4 If the Purchaser defaults the acceptance or fails to act in cooperation, or if loading or transportation is delayed for any other reason caused by the

Purchaser, we are entitled to store the delivery as we see fit at the cost and risk of the Purchaser, to take all such measures as we deem necessary in order to maintain the condition of the delivery, to invoice the customer for the delivery as complete, and to demand compensation for the resulting damages, including additional expenses (e.g. storage costs). The same shall apply if the delivery is not collected within eight days following notification that it is ready for shipping. The legal regulations on defaults in acceptance shall remain unaffected by the above provisions.

6. Retention of title

6.1 The delivery shall remain our property until such time as all current and future receivables due to us from the Purchaser as a result of the contract of purchase and the ongoing business relationship (secured receivables) have been paid in full. The same shall apply to the payment of specifically listed receivables until such time as a current account balance is settled, where applicable.

6.2 If the Purchaser acts in breach of contract, in particular if they fail to pay the due purchase price, we are entitled in accordance with the statutory regulations to withdraw from the contract and/or to demand from the Purchaser the return of the deliveries that are subject to retention of title without withdrawing from the contract. A demand for the return of such deliveries shall not constitute a declaration of withdrawal; indeed, we are entitled to merely demand the return of the Goods without withdrawing from the contract. In cases where the Purchaser does not pay the due purchase price, we shall only be entitled to exercise the aforementioned rights if we have already set the Purchaser a reasonable deadline for payment without success, or if the setting of such a deadline is not absolutely mandatory in accordance with the statutory regulations.

6.3 The deliveries that are subject to retention of title must be stored properly and separately from the other deliveries at the expense of the Purchaser, marked specially if requested by us, and insured against damage, destruction and loss. The

Purchaser must provide us with proof that suitable insurance has been taken out to this end. The Purchaser hereby assigns to us in advance and to the value of the Goods that are subject to retention of title any claims arising from said insurance contracts, and consents to pay to us accordingly the insurance paid out on said claims. We reserve the right to take back the Goods that are subject to retention of title and, where necessary, to send third parties to enter the Purchaser's premises and buildings to this end.

6.4 Providing the Purchaser fulfils their obligations towards us in accordance with the Agreement, we hereby grant the Purchaser the right to use the Goods that are subject to retention of title in their normal daily business; this right may be revoked at any time. In such cases, or if the Goods that are subject to retention of title are shipped out to a third party – irrespective of their value or condition – or in case of installation, the Purchaser hereby assigns to us, with immediate effect and until such time as the receivables due to us as a result of the deliveries in question have been settled in full, the receivables due to the Purchaser from their client as a result of the sale, shipment or installation of said Goods, together with all ancillary rights, including any claims for damages arising from such action.

Both we and the Purchaser shall be entitled to collect the receivables. We hereby agree not to collect the receivables ourselves providing that the Purchaser honours their payment obligations towards us, that there are no defects in their ability to perform, and that we do not exercise a right with regard to the retention of title in accordance with Section 6.2. If, however, we do decide to collect the receivables ourselves, we can demand that the Purchaser inform us of all the assigned receivables and their respective debtors, provide us with the corresponding documentation and notify the (third-party) debtors of the assignment. Furthermore, we shall be entitled in such cases to revoke the Purchaser's authorisation to continue using the Goods that are subject to retention of title.

6.5 If the Goods that are subject to retention of title are worked, processed, mixed or remodelled in any way, we shall accept no liability for such action. In all such cases, we shall be entitled to become co-owner of the new item proportional to the value of our Goods that are subject to retention of title in relation to new items at the time of processing or mixing.

6.6 If the resale, installation or default on payment is subject to a non-assignment clause, the Purchaser must inform their third-party buyer of this advance assignment arrangement. If the Goods that are subject to retention of title that are delivered by us are sold to a third party together with other items, the Purchaser must assign to us the portion of the total price of the receivables due to the Purchaser that corresponds to the value of the delivery invoiced by us. If the Purchaser defaults on payment, we reserve the right to collect the assigned receivables from the third-party debtor directly.

6.7 The Purchaser shall not be entitled to conduct any extraordinary disposal of the Goods that are subject to retention of title, such as pledging, assignment as security or transfer, until such time as the secured receivables have been paid in full. The Purchaser hereby agrees to notify us without delay if they submit an application for the initiation of insolvency proceedings or if the Goods and receivables that are subject to retention of title are accessed by third parties, e.g. in case of pledges or other impairments to our property.

6.8 If the value of the total collateral provided to us as part of the business relationship with the Purchaser exceeds our receivables by more than 20%, we shall be required, upon request from the Purchaser, to free up our choice of securities.

7. Payments, place of jurisdiction

7.1 Unless agreed otherwise, invoices must be paid in the agreed currency within 30 days of the invoice date, without deductions. The place of jurisdiction for the payment shall be Hanover, Germany.

7.2 Payments shall not be deemed to have been made until the sum in question is available for us to use. Bills of exchange and cheques shall only be accepted subject to special agreement. All discount and exchange charges must be borne by the Purchaser.

7.3 Incoming payments shall be used to settle the open receivables of our choice, providing no specific balance is designated expressly in the purchase order.

7.4 In case of default on payment, we reserve the right to charge the statutory default interest in accordance with Section 288 of the German Civil Code (BGB) and to demand advance payment of the purchase price or suitable security. We reserve the right to claim for further damages caused by the default. This does not affect our right to claim for commercial maturity interest (Section 353, German Commercial Code (HGB)) in dealings with traders. Agreed payment deadlines shall become void and outstanding receivables shall become due for payment immediately if the Purchaser defaults on payment, if an application is made to initiate insolvency proceedings with regard to the Purchaser's assets, if the Purchaser fails to honour their material obligations to us or third parties without providing legitimate grounds for doing so, or if the Purchaser has given false information with regard to their credit status.

8. Claims for defects on the part of the Purchaser

8.1 Unless agreed otherwise, the Purchaser's rights with regard to material defects and defects in title (including incorrect or incomplete delivery) shall be governed by the statutory regulations.

8.2 Our liability for defects shall be determined primarily by the agreement on the condition of the Goods. The agreed condition of the delivery for which we are responsible shall be determined exclusively by the contractual agreements between us and the Purchaser, and not by any other business statements, brochures, advice, etc. If no agreement is made regarding the condition of the Goods, the statutory regulations must be applied in

order to determine whether or not there is a defect (Section 434, Para. 1(2) and (3), German Civil Code (BGB)). However, we accept no liability for public statements made by the manufacturer or any other third party (e.g. in advertisements). The Purchaser must check whether the delivery is suitable in terms of its contractual condition and for the intended purpose.

8.3 In order to make a claim for defects, the Purchaser must have fulfilled their statutory obligations with regard to inspection and reporting (Sections 377 & 381, German Commercial Code (HGB)). If a defect is found during delivery or inspection or at any later point in time, we must be informed of such in writing without delay. In accordance with the statutory regulations, if the Purchaser fails to properly perform the inspection and/or report the defect, we cannot be held liable for the defect that is not reported properly or in good time; in case of such defects, the delivery shall be deemed to have been approved. Defects that are not immediately noticeable shall be deemed to have been approved if not reported to us in writing without delay upon their discovery.

8.4 We cannot be held liable for defects if the Purchaser does not give us the opportunity to view and assess the object of the Contract that is the subject of the complaint, if the delivery is not stored, used or installed properly by the Purchaser, or if the delivery is combined with or installed in unsuitable parts, particularly parts not provided by us. Furthermore, we cannot be held liable for defects resulting from natural wear, improper treatment of the delivery by the customer or a third party, or damage incurred during repairs or other work performed by third parties.

8.5 We shall honour reports of defects that are submitted properly and with the proper justification by either eliminating the defect (improvement) or delivering a non-defective item (replacement delivery) as we see fit, under appropriate consideration of the Purchaser's interests. We reserve the right to refuse to provide supplementary performance in accordance

with the statutory requirements. We are permitted to make several attempts at improvement or replacement delivery. We reserve the right to withhold any due supplementary performance if the Purchaser fails to pay the purchase price due. However, the Purchaser is entitled to withhold a portion of the purchase price proportionate to the defect. In case of replacement delivery, the Purchaser must return the defective item to us in accordance with the statutory regulations. Neither the de-installation of the defective item nor new installation work shall be included in the supplementary performance unless the installation was included in our original contract. If an actual defect exists, we shall bear or repay in accordance with the statutory regulations the cost of any expenses required for the purposes of the inspection and supplementary performance, in particular transport, travel, labour and material costs and the costs of de-installation and installation. In all other cases, we can demand from the Purchaser repayment of the costs arising from the unjustified demand for the rectification of a defect (particularly inspection and transport costs), unless it was not possible for the Purchaser to realise that there was no defect.

8.6 If the supplementary performance fails, or if a reasonable deadline set by the Purchaser for the supplementary performance expires without result or is not absolutely mandatory according to the statutory regulations, the Purchaser can withdraw from the contract of purchase or reduce the purchase price. However, no right of withdrawal shall exist in case of immaterial defects. Even in case of defects, any claims made on the part of the Purchaser for damages or compensation for expenses incurred in vain shall only be accepted in accordance with Section 9, and shall otherwise be deemed invalid.

9. Damages, liability

9.1 Unless agreed otherwise in these General Conditions of Sale and Delivery, including the following provisions, we shall be liable for breaches of contractual and

non-contractual duty in accordance with the statutory provisions.

9.2 Irrespective of their legal basis, we shall be liable for damages in case of wilful intent and gross negligence under liability for fault. In cases of ordinary negligence, we shall be liable subject to a milder standard of liability in accordance with the statutory regulations (e.g. for diligence in our own affairs), and only for the following types of damage:

a) Damages resulting from injury to life, limb or health

b) Damages resulting from a significant breach of a material contractual duty (an obligation whose fulfilment is essential to the proper performance of the contract and on which the contractual partner can reasonably expect to be able to rely); in such cases, however, our liability shall be limited to compensation for foreseeable, typical damages.

9.3 The limitations of liability outlined in Section 9.2 shall also apply in case of breaches of duty by or in favour of persons whose culpability we are liable for in accordance with the statutory regulations. They shall not apply if we fraudulently conceal a defect or have accepted a warranty for the condition of the Goods and claims made by the Purchaser in accordance with the German Product Liability Act (Produkthaftungsgesetz).

9.4 In case of breaches of duty that do not manifest in the form of a defect, the Purchaser may only withdraw from or terminate the contract if we are liable for said breach of duty. A free right of termination on the part of the Purchaser (in particular in accordance with Sections 651 & 649 of the German Civil Code (BGB)) is excluded. The statutory requirements and legal consequences shall also apply.

10. Limitation period

10.1 In contrast to Section 438, Para. 1(3) of the German Civil Code (BGB), the general limitation period for claims arising from defects and defects of title shall be one year following shipment. If the Parties have agreed that an acceptance will be performed, the limitation period shall begin when the acceptance takes place.

10.2 If, however, the Goods in question are a structure or an item that has been used for a structure in accordance with its normal use and has caused a defect in said structure (construction material), the limitation period shall be five years following shipment, in accordance with the statutory regulations (Section 438, Para. 1(2), BGB). This shall not affect any other special statutory regulations on limitation periods (in particular Section 438, Para. 1(1), Para. 3 & Sections 444 and 445b, BGB).

10.3 The limitation periods on the right of purchase as listed above shall also apply to contractual and non-contractual claims for damages on the part of the Purchaser based on a defect in the Goods, except in individual situations where the application of the regular statutory limitation period (Sections 195 & 199, BGB) would lead to a shorter limitation period. However, claims for damages made by the Purchaser in accordance with Section 8.2, Clauses 1 and 2 (a) and in accordance with the German Product Liability Act (Produkthaftungsgesetz) shall be subject exclusively to the statutory limitation periods.

11. Offsetting, assignment

11.1 The Purchaser is prohibited from offsetting our claims against them with counter-claims against us unless said counter-claims are undisputed, due to be ruled upon or legally recognised. The same shall apply to the exercising by the Purchaser of their rights to withhold. Likewise, it is prohibited to exercise any right to withhold that does not result from the same contractual relationship as that to which it is applied.

The counter-rights of the Purchaser shall not be affected by any defects in delivery.

11.2 The Purchaser is prohibited from assigning to third parties any claims made by us.

12. Applicable law, court of jurisdiction

12.1 These General Conditions of Sale and Delivery and the contractual relationship between us and the Purchaser shall be subject to the law of the Federal Republic of Germany to the exclusion of

international law, in particular the UN Convention on the International Sale of Goods.

12.2 If the purchaser is a trader as defined by the German Commercial Code (Handelsgesetzbuch), a legal entity under public law, or a special fund under public law, Hanover, Germany shall act as the court of jurisdiction for all disputes arising directly or indirectly from the contractual relationship; this shall also apply for international disputes, even if the Purchaser is headquartered outside of Germany. The same shall apply if the Purchaser is an entrepreneur as defined in Section 14 of the German Civil Code (BGB). In all cases, however, we reserve the right to file against the Purchaser at their general court of jurisdiction. Overriding statutory regulations, in particular those relating to exclusive authority, shall remain unaffected by the above provisions.

13. Severability clause, written form, data privacy

13.1 Should any of the provisions above prove or become legally unenforceable, this shall not affect the enforceability of the remaining provisions or the contract in general. Any provisions that prove unenforceable shall be replaced by new provisions that reflect the same intention of economic success. If any provisions have not become part of the contract, the content of the contract shall be determined in accordance with the statutory provisions.

13.2 All changes to this contract must be made in writing. This also applies to this clause on written form. The Parties have not made any verbal agreements.

13.3 We reserve the right to process and retain in accordance with the applicable data privacy laws the data we have received pertaining to the Purchaser with regard to or in relation to the business relationships, regardless of whether said data originated from the Purchaser themselves or from a third party.

INFINITYCONST GmbH
Eschenweg 2
30880 Laatzen
Germany