

## **General Terms and Conditions for the Delivery of Goods and Services (Terms and Conditions) of Acal BFi Germany GmbH (Acal BFi)**

### **1. General Terms and Conditions**

**1.1.** Any and all goods and services delivered by Acal BFi to entrepreneurs within the meaning of § 14 (1) of the German Civil Code (BGB), insofar as they act in their commercial capacity or in their capacity as professional freelancers when concluding the deal, to legal entities under public law as well as to special assets under public law shall be rendered exclusively on the basis of the General Terms and Conditions for the Delivery of Goods and Services as stated hereinafter. For their effectiveness, the acceptance of any goods or service delivered directly or indirectly by Acal BFi shall suffice. The Terms and Conditions shall also apply to follow-up transactions and repairs. Any terms and conditions deviating herefrom which are imposed by contracting parties (hereinafter referred to as „Customer“) shall have no effect. Under no circumstances shall Acal BFi submit itself implicitly to any deviating terms and conditions imposed by contracting parties, nor shall the absence of objection be deemed as such submission.

**1.2.** Any terms and conditions deviating herefrom shall only be binding if they have been expressly confirmed by Acal BFi in writing, and shall apply only to the relevant business transaction.

**1.3.** The law of the Federal Republic of Germany shall apply exclusively. The application of any other national or international laws, in particular the United Nations Convention on Contracts for the International Sale of Goods (CISG), shall be excluded.

### **2. Quotation and Prices**

**2.1.** Any and all quotations shall, at all times, be subject to confirmation and shall not be binding, in particular, with respect to the price, availability of goods and delivery deadlines.

**2.2.** Orders placed with Acal BFi shall only become legally binding only upon confirmation thereof in writing or text form by Acal BFi. The same shall apply to amendments to the scope of performance and/or content thereof.

**2.3.** Prices are quoted net, to which VAT in the amount stipulated by law at the point of time of provision of the services shall be added. Ancillary costs, costs for installation and for putting into operation are not included therein.

**2.4.** Acal BFi reserves the right to apply a reduced quantity surcharge of EUR 25.00 for orders with a net value of goods amounting to less than EUR 100.00.

**2.5.** Acal BFi shall be entitled to make a price adjustment in the event of amendments to duties, import and export charges and currency parities or other circumstances which occur after the conclusion of contract, and which substantially and unforeseeably influence the calculation basis and do not lie within the sphere of influence of Acal BFi. In other respects, the price adjusted on this basis shall be based upon the same calculation basis as the price to be adjusted.

### **3. Delivery and Passing of Risk/Time of Performance/Customer's Rights in the Event of Default of Performance**

**3.1.** Acal BFi shall not be liable for delays in the delivery of goods and services due to force majeure and due to circumstances which substantially aggravate the delivery of the goods or services by Acal BFi, such as e.g. strike, lockout, malfunctions either in Acal BFi's own works or in those of a pre-supplier, transport problems, material procurement difficulties, or breaches of contract by suppliers or pre-suppliers. In the event of the afore-mentioned difficulties, Acal BFi shall be entitled to postpone the deliveries of goods and services by the period of hindrance plus an appropriate preparation time, or to withdraw from the contract in full or in part.

**3.2.** All particulars provided with respect to delivery deadlines for goods and services shall only be binding if expressly agreed upon or if expressly confirmed in writing by Acal BFi as being binding. Unless all technical and commercial issues relevant for the execution of the order have been clarified with the Customer, and unless all authorisations and permissions of authorities or other third parties which are required have been granted, any deadlines agreed upon for delivery shall not commence, nor shall times of performance as agreed upon take effect. If the parties subsequently agree upon other or additional services, the deadlines for the delivery of goods/services shall also be extended by an appropriate period of time.

**3.3.** Should Acal BFi be in default with respect to performance of the delivery of goods and services incumbent on the company, the Customer shall be entitled to set in writing an appropriate period of grace with warning of refusal and, after ineffectual lapse of this deadline, to cancel the part of the contract in terms of which Acal BFi is in default. Pertaining to the remaining parts of the contract, the Customer shall only be entitled to termination if he is able to prove his frustration of interest with respect to partial performance.

**3.4.** The Customer's claims to reimbursement of expenses shall be excluded at all times. The right to claim damages in lieu of performance as well as the right to the compensation of loss caused by default of performance shall be restricted in accordance with the regulations stipulated in item 7.7.

**3.5.** Should performance be made impossible for Acal BFi due to coincidence while being in default of

performance of delivery of goods and services incumbent on the company, Acal BFi shall only be liable in terms of the limitations stated in items 3.4. and 7.7. Acal BFi shall not be liable if the loss would have been incurred in the event of punctual performance as well.

**3.6.** Acal BFi shall, at all times, be entitled to make partial deliveries and render services in part.

**3.7.** In the case of customer-specific construction components, Acal BFi shall be entitled to make an excess or short delivery of 5% of the quantity ordered, and, as the case may be, shall be entitled to invoice such excess delivery in the said scope. If delivery may only be made in packaging units for reasons of quality assurance and transport safety, deviations of up to 10% shall be admissible for all deliveries.

**3.8.** The risk shall pass to the Customer upon the handing over of the goods to a person responsible for the execution of transport, or as soon as the goods have left Acal BFi's company premises for shipment. Any and all claims against persons responsible for transport and their insurances shall be asserted independently by the Customer. In the event of shipment abroad, the 2010 Incoterms shall apply additionally, provided that the present Terms and Conditions do not include any regulations to the contrary.

**3.9.** To the extent that, in the case of a contract for work and services, an acceptance of the completed work and services has to be performed, the risk shall be passed on to the Customer upon completion of such acceptance, or upon the lapse of a deadline set to the Customer pursuant to § 640 (1) sentence 2 of the German Civil Code (BGB).

**3.10.** Should the Customer refuse to accept the goods and services delivered without it being entitled to do so, the Customer shall reimburse Acal BFi any and all expenses incurred in this connection. Acal BFi shall be entitled to claim an amount corresponding to 10% of the purchase price or of the remuneration as lump-sum compensation unless the Customer is able to prove a smaller loss. An unjustifiable refusal of acceptance is also shown if the Customer does not accept the delivery of goods and services due to the delivery deadline being exceeded without having cancelled the contract in a legitimate manner beforehand pursuant to item 3.3. of these Terms and Conditions.

**3.11.** Should the Customer be in default with respect to the acceptance of the goods and services delivered, Acal BFi shall be entitled to cancel the contract upon the lapse of an appropriate deadline set to the Customer, and to claim compensation for any remaining damages despite the cessation of the company's obligation to perform. A period of grace shall not be necessary if the Customer refuses the acceptance in all seriousness and definitely, or if it is obviously not able to pay the purchase price or the remuneration. Acal BFi shall be entitled to claim 10% of the purchase price as lump-sum compensation unless the Customer is able to prove a smaller or Acal BFi is able to prove a greater loss. This compensation regulation shall also apply to all cases in which Acal BFi is entitled to a claim for damages due to statutory provisions.

### **4. Repair and Maintenance Works**

**4.1.** Repair and maintenance works shall be subject to Acal BFi's customary prices. Should the Customer require a binding price agreement for repair works, Acal BFi shall provide an estimate of costs. The expenses for the provision of an estimate of costs shall be borne by the Customer. Should an order be placed on the basis of such estimate of costs, the expenses for the provision of the aforementioned estimate of costs, exclusive of the travel expenses, shall be deducted from the overall price charged for the order.

**4.2.** Acal BFi shall be entitled to commission external companies with the execution of repair and maintenance works.

**4.3.** In the event of delays, the regulations stipulated in items 3.1. through 3.5. shall apply correspondingly.

**4.4.** Acal BFi shall be liable for defects in the delivery of goods and services pursuant to the regulations stipulated in item 7. In the event of defects, Acal BFi shall be obliged to provide for the remedy of such defects pursuant to the regulation in item 7.3. Should the Customer's rights become statute-barred, the respective agreements shall apply on an individual basis; otherwise the statutory regulations shall apply.

### **5. Terms of Payment**

**5.1.** Payment shall be due 30 days net as of the invoice date. Drafts shall not be accepted, cheques only on account of performance. A payment shall, at all times, be considered as having been made when the amount payable has been credited unconditionally to Acal BFi. The deduction of cash discount shall only be permissible if agreed upon expressly. If the contracting parties have agreed on graduated prices, Acal BFi shall be entitled to charge an additional fee amounting to the difference resulting from the graduated offer if the Customer has not purchased the amount agreed upon corresponding to the underlying graduation.

**5.2.** Services provided in part may be invoiced separately.

**5.3.** Acal BFi shall be entitled to offset payments against receivables existing from other orders, including in the event of differing performance specifications of the Customer.

**5.4.** If the Customer fails to meet the payment deadline, he shall be deemed to be in default thereof. As of this point in time, the Customer shall be obliged to pay interest on payments in arrears in the amount stipulated by the law, but not less than 10% p. a., unless he is able to prove a smaller loss caused by default. However, the minimum amount shall, at all events, be the statutory interest rate.

**5.5.** Set-off against receivables invoiced by Acal BFi shall only be permissible with respect to undisputed counterclaims or counterclaims which have been recognised by declaratory judgment in terms of amount. The Customer shall be entitled to exercise a right of retention or raise defence with respect to the non-fulfilment of the contract only within the scope of the exchange of goods and services included in the respective contractual relationship or part of contract.

**5.6.** Should goods be ordered on call, Acal BFi shall be entitled to invoice these if the deadline agreed upon for the call of such goods or a respective deadline set subsequently by Acal BFi has been exceeded by more than 14 days.

**5.7.** Acal BFi shall be entitled to assess the Customers' creditworthiness by means of the commonly used methods. Should any doubts arise thereby concerning the Customer's creditworthiness, or should the Customer's financial standing deteriorate substantially, Acal BFi shall be entitled to revoke any terms of payment already granted, and to make any outstanding deliveries of goods and services only against advanced payment or cash on delivery. Should Acal BFi's procedure prove to be unjustified, Acal BFi shall be liable for the damage resulting herefrom only in cases of intent and gross negligence. Terms of payment granted shall also become void without the need for express revocation if cheques or debits arranged for on the basis of the Customer's respective authorisation cannot be cashed due to lack of cover or as a result of the Customer's objection, or if insolvency proceedings have been initiated against the Customer's assets, or if an application to initiate such insolvency proceedings has been filed. In these events, the Customer shall be obliged to store the delivered goods separately in safe custody and keep them ready for collection by Acal BFi.

### **6. Retention of Title**

**6.1.** Any and all goods delivered shall remain the property of Acal BFi (Conditional Goods) until the fulfilment of all claims, including those contestable, against the Customer arising from the existing business relationship including interest on payments in arrears and costs for bringing action.

**6.2.** The Customer undertakes to take due care of the Conditional Goods for the period of the retention of title, and to insure them at replacement value against damage caused by fire, lightning, explosions, burglary, robbery and theft, and storm and hail as well as water at its own expense. The Customer hereby assigns any and all claims against the insurer to Acal BFi. Should such assignment not be admissible, the Customer shall undertake to instruct the insurer without undue delay to make any and all payments of compensation directly to Acal BFi. Upon request, the Customer shall provide evidence of the existence of sufficient insurance coverage and of the existence of the obligation on the part of the insurer to pay Acal BFi in the event of damage.

**6.3.** The Customer may resell the Conditional Goods only in the ordinary course of business against payment or retention of title, and only to the extent that it, for its part, is not in default with respect to its obligations vis-à-vis Acal BFi. Pledges and chattel mortgaging are inadmissible. Claims of the Customer arising from the sale or other exploitation of the Conditional Goods as well as any and all claims arising from other legal grounds with respect to the Conditional Goods (claims for damages arising from tort, insurance benefits), including any and all ancillary rights (pro rata, as the case may be) amounting to the value of the Conditional Goods - the maximum amount, however, being the value of the secured claims pursuant to item 6.1. - are hereby primarily assigned to Acal BFi (extended retention of title). This shall apply independently thereof as to whether the Conditional Goods are sold without or after processing. The Customer shall be entitled to collect the claims assigned to Acal BFi in its own name and for the account of Acal BFi until revocation by the same. Acal BFi undertakes to avail itself of this right of revocation only in the events named in item 5.7. of these General Terms and Conditions. Upon request by Acal BFi, the Customer shall be obliged to inform its purchasers, without undue delay, of the assignment existing in favour of Acal BFi, and to provide Acal BFi with the information and documents necessary for the collection of the assigned claims.

**6.4.** In the event that the claim of the Customer arising from the resale is included in a current account, the Customer hereby assigns its claim from the current account vis-à-vis its purchaser to Acal BFi in the amount of the claim secured pursuant to item 6.1.

**6.5.** The processing or transformation of the Conditional Goods by the Customer shall always take place for Acal BFi. The Customer's expectant right to the Conditional Goods shall continue in the processed or transformed items. In the event that the Conditional Goods are combined, mixed or processed with other items, Acal BFi shall acquire co-ownership of the new items in the ratio of the value of the Conditional Goods used to the value of the other items prior to the processing, combining or mixing.

**6.6.** In the event of attachments by third parties to the Conditional Goods, the Customer shall inform such parties of the ownership of Acal BFi, and inform Acal BFi thereof without undue delay. The Customer shall assume any and all expenses attributable to it which are incurred for the cancellation of the attachment and for the replacement of the goods.

**6.7.** In the cases named in item 5.7. of these General Terms and Conditions, the Customer shall, above and beyond the obligations named therein, immediately set aside the Conditional Goods available within the meaning of item 6.1., and to document in detail any and all claims pursuant to item 5.2. In these events, Acal BFI shall, in addition, be entitled in an unrestricted manner to adopt measures for the safeguarding and realisation of its security interests, in particular, to take possession of the Conditional Goods and to have its agents enter the business premises of the Customer for this purpose. The demand for the return of goods, the taking possession thereof, as well as the assertion of assigned claims and other rights shall not constitute withdrawal from the contract, and shall be admissible even without such withdrawal.

**6.8.** Upon request by the Customer, Acal BFI shall undertake to release the securities to which it is entitled to the extent that the realisable value of the securities, taking into account valuation haircuts in accordance with bank practices, exceeds the claim arising from the business relationship with the customer by more than 10%.

**6.9.** With respect to the delivery of goods to countries with other legal systems in which the agreements concluded herein with respect to the retention of title do not have the same securing effects as in the Federal Republic of Germany, the Customer hereby grants Acal BFI a pertinent security interest. To the extent that additional declarations and acts are required herefor, the Customer shall undertake to do the necessary in this respect.

## **7. Liability for Defects in the Delivery of Goods and Services, for Default and other Breaches of Duty; Restrictions of Use**

**7.1.** Acal BFI shall be liable for defects of goods, including for deviation from the quality agreed upon and the delivery of goods which do not conform with the contract, and in the event of quantitative variances which are not admissible pursuant to item 3.7. of these General Terms and Conditions, as well as for faultiness of repair services in accordance with the following conditions. The agreement on a specific quality of the goods shall not substantiate a guarantee within the meaning of § 443 of the German Civil Code (BGB). Liability on the part of Acal BFI for manufacturer information shall be excluded unless expressly agreed upon. With respect to the liability arising from warranty of title, in particular regarding infringement of copyrights or industrial property rights, the law as it stands in the Federal Republic of Germany shall be decisive, unless otherwise expressly agreed upon.

**7.2.** The Customer shall examine, without undue delay, any and all goods and services delivered after the receipt of the goods at the place of destination or acceptance of the service in accordance with the regulations of commercial law (§377 of the German Commercial Code - HGB). Defects of the goods or of the service within the meaning of item 7.1. hereinbefore shall be reported to Acal BFI in writing, specifying the details of such defect, by the Customer without undue delay after the receipt of the goods at the place of delivery or acceptance of the service. In such an event, the Customer shall not be entitled to withhold invoice payments. In the event of the occurrence of defects, the processing and treatment of the pertinent goods shall be ceased immediately, Acal BFI shall not be held liable for damage which is incurred due to conditional delays, nor for damage which is incurred due to the continuation of the processing and treatment contrary to this provision, unless Acal BFI has fraudulently concealed the defect, or it is guilty of intent or gross negligence.

**7.3.** In the event of defects, Acal BFI shall have the option of remedying such defects by replacement or rectification - with respect to repair works, by rectification - free of charge. The Customer's statutory right of option is excluded. Several attempts at rectification shall be admissible. Should the rectification fail after an unsuccessful attempt even within an appropriate grace period set in writing by the Customer, the Customer shall be entitled to withdraw from the contract. There shall be no right of withdrawal prior thereto. The Customer may also demand a reduction in the remuneration in lieu of withdrawal from the contract. Claims to the reimbursement of expenses shall be excluded. Acal BFI shall, furthermore, not be liable for the costs of dismantling defective goods and installation of rectified goods, or of goods which are delivered as replacement, as well as for the costs of the preparation of the installation and dismantling. Liability on the part of Acal BFI for damages shall be restricted in accordance with items 7.7. and 7.8. In the events of defects of replacement deliveries or rectified goods and services, the Customer's obligations pursuant to item 7.2. shall apply.

**7.4.** The return of goods complained about, including when exercising the right of withdrawal in accordance with item 7.3., shall be admissible only with prior consent by Acal BFI. The return of goods for the purpose of rectification may, furthermore, take place only in accordance with the regulations at Acal BFI applicable hereto (RMA Procedure). Acal BFI shall be entitled to refuse any return of goods without the RMA number assigned beforehand. The risk of returned goods shall, at all events, be passed on to Acal BFI only upon due acceptance of the goods by the same.

**7.5.** No liability shall be assumed for the fitness of the goods for the intended purpose of the Customer or of its purchaser to the extent that nothing to the contrary has been agreed upon. Acal BFI shall also assume no liability for restrictions to the applicability of the goods due to statutory provisions (e.g. embargo regulations) or provisions and guidelines of trade and professional associations. Information, advice and recommendations with respect to the applicability, compatibility and other performance features shall only be binding upon Acal BFI if the afore-mentioned have been agreed upon or have

been expressly confirmed by Acal BFI in writing as constituting the subject matter of its own contractual performance obligation.

**7.6.** Any and all claims by the Customer shall lapse upon modification of the delivered goods or upon use which is contradictory to the technical specifications thereof, as well as in the event of the return of goods without suitable packaging.

**7.7.** To the extent that Acal BFI assumes liability for damages due to statutory provisions in accordance with these terms and conditions, such liability shall, independent of the legal grounds from which it arises with the exception of culpable death and injury to body and health, the existence of fraudulently concealed defects of the goods and services delivered or the assumption of a guarantee for a specific quality of the goods, be restricted to events of intent or gross negligence, to the extent that nothing to the contrary is provided for in the following:

- The claim to reimbursement due to delay in performance in the event of a slight degree of negligence shall be restricted to 5% of the order value.

- In the event of a culpable breach of substantial contractual obligations, liability shall also be assumed for a slight degree of negligence. However, such liability shall be restricted to damages typical to the contract which are foreseeable upon the conclusion of the contract.

- The personal liability of legal representatives, vicarious agents and employees of Acal BFI with respect to damages caused by them due to a slight degree of negligence shall be excluded at all times.

- In the event of data loss, Acal BFI shall be held liable only for the expenses of its restoration and only subject to the pre-requisite that the Customer makes a daily back-up of the data in a machine-readable form.

**7.8.** Liability pursuant to the Product Liability Act for personal injury and damage to property with respect to privately used objects shall remain unaffected. With respect to the internal relationship, the Customer shall, however, indemnify Acal BFI against liability pursuant to the Product Liability Act, unless the damage is caused by a defect of the object delivered by Acal BFI for which Acal BFI is answerable to the Customer in accordance with the provisions of these General Terms and Conditions or pursuant to statutory provisions which have not been waived by these General Terms and Conditions. Joint liability, even if in part, shall be excluded to the extent and insofar as liability on the part of Acal BFI may be ruled out in the external relationship.

**7.9.** Any and all claims by the Customer due to defects of the goods and services delivered shall become statute-barred within 12 months of the delivery of the goods or acceptance of the service to the extent that nothing to the contrary has been agreed upon. The statutory provisions shall apply to the suspension of expiration of prescription, interruption of the statute of limitations, and commencement of deadlines to the extent that nothing to the contrary has been agreed upon in individual cases. In events of death and injury to body and health, gross negligence or intent, as well as of fraudulently concealed defects, the statutory periods of limitation shall apply. The regulation stipulated in § 479 of the German Civil Code (BGB) subject to the regulations of § 478 of the German Civil Code (BGB) as described in item 7.10. hereinafter shall remain unaffected to the extent that it is mandatorily applicable to individual cases.

**7.10.** Recourse claims by the Customer against Acal BFI pursuant to § 478 of the German Civil Code (BGB) may only be filed of the Customer expressly points out prior to the conclusion of the contract that it intends to re-deliver to consumers or to entrepreneurs which deliver to consumers, or that the goods are intended for the manufacture of consumer goods. The Customer shall report an impending recourse without undue delay in application of § 377 of the German Commercial Code (HGB) mutatis mutandis. Acal BFI shall be entitled to settle existing recourse claims of the Customer by granting credit notes unless an equivalent settlement of the recourse claims cannot be affected in this manner.

**7.11.** Unless expressly agreed upon, the goods and services delivered by Acal BFI are not intended for use in life-sustaining or life-support devices and systems, in nuclear plants, for military purposes, for aeronautics and space travel, or for other purposes in which a failure of the product may, within reasonable assessment, threaten life or trigger off catastrophic consequences. Should the Customer, nonetheless, use the said goods and services in a corresponding manner, it shall indemnify Acal BFI against all liability which results from such use to the detriment of Acal BFI.

## **8. Guarantee**

**8.1.** A guarantee which goes beyond the liability provided for in item 7. for defects of the delivery requires an explicit agreement thereupon in writing in each individual case. Should such a guarantee be agreed upon, Acal BFI shall warrant for the faultlessness of the goods as of delivery for the guarantee period agreed upon. The standard for such faultlessness shall be the state of technology at the time of the ordering of the goods.

**8.2.** Should a defect occur during the guarantee period, the Customer shall be entitled to the removal of the defect and of damages caused hereby to other parts of the delivery object itself. Acal BFI shall not be liable for further damages which occur outside of the delivery object within the scope of the guarantee. The Customer shall inform Acal BFI in writing of any defects which fall under the guarantee without undue delay.

**8.3.** The removal of defects and damage repair shall be exclusively carried out by Acal BFI or by companies commissioned by it, either through the repair of the defective or damaged parts or through delivery of sound parts, as Acal BFI sees fit. The Customer shall not be entitled to carry out such measures itself, nor to have such measures carried out. Acal BFI shall have the option of rendering the services at its offices, at the offices of the Customer, at a place of delivery which deviates herefrom, as the case may be, or where the goods are located. As such, the Customer shall undertake, upon request by Acal BFI, to send the goods to the offices of Acal BFI, to its own offices or to the place of delivery. Acal BFI shall bear the costs for the rectification and damage repair.

**8.4.** Several attempts at rectification shall be admissible. Should the rectification fail after an unsuccessful attempt even within an appropriate grace period set in writing by the Customer, the Customer shall be entitled to withdraw from the contract or to reduce the remuneration.

**8.5.** Further claims by the Customer arising from the guarantee shall be excluded. The rights of the Customer which arise from statutory provisions in accordance with these terms and conditions due to defects of goods and services delivered and culpable breach of duty shall remain unaffected.

**8.6.** The guarantee period shall neither be extended nor interrupted by the execution of repair works. In particular, no new guarantee period shall commence in the event of a replacement delivery or for exchanged components.

**8.7.** No rights shall exist for the Customer from the guarantee

- for defects which the Customer did not report in due form,

- for defects which result from improper use or handling of the goods, or from such use or handling of the goods which is contrary to the terms of the contract, or from the overstraining thereof; furthermore, not for the consequences of normal wear and tear,

- if the goods are repaired, serviced or maintained incorrectly,

- if the Customer carries out repair works on the delivery object itself or has such repair works carried out,

- if the goods are technically modified, including for the purpose of combining the goods with other components.

**8.8.** Only the Customer, and not, however, any possible purchasers of the Customer, shall be entitled to assert the rights from the guarantee. An assignment of the rights from the guarantee shall be admissible only upon prior consent thereto by Acal BFI.

## **9. Export controls**

In case of doubt, any and all goods shall be subject to export permits, even if no indication thereto is made on the part of Acal BFI. The Customer shall acknowledge both German and foreign export control regulations and restrictions, and undertakes not to sell, export, re-export, deliver or pass on in any other manner products or technical information directly nor indirectly to persons, companies or in countries, to the extent that this violates German and foreign laws or regulations, as well as to obtain any and all necessary export licenses or other documents prior to the export of products or technical information which it has received from Acal BFI. The Customer undertakes further to bind all recipients of products or technical information purchased from Acal BFI in the same manner, and to inform the same of the necessity of abiding by these laws and regulations. The Customer shall, at its own expense, procure any and all licenses and export and import documents necessary for the purchase and re-sale of the products ordered from Acal BFI.

## **10. Final Provisions**

**10.1.** The Customer may assign rights vis-à-vis Acal BFI to third parties only if Acal BFI has consented thereto in writing.

**10.2.** Should a provision in these Terms and Conditions or in supplementary or separately concluded contractual agreements prove to be or become ineffective, the effectiveness of the remaining provisions shall remain unaffected hereby. In this case, the ineffective provision shall be replaced by Acal BFI by an effective provision which comes as closest as possible to the purpose originally strived for.

**10.3.** Place of performance and place of jurisdiction is Dietzenbach. However, Acal BFI shall be entitled to file action against the Customer at the places of jurisdiction which are provided for by law.

**10.4.** In accordance with the Federal Data Protection Act (Bundesdatenschutzgesetz), reference is hereby made to the fact the Acal BFI and all its affiliated companies store and process data of all their business partners.

As per: 10/2010