

## General Sales Terms and Conditions

### 1. Area of application

- 1.1. These General Terms and Conditions apply to all sales of goods and other services by SERCO to third parties unless governed otherwise by special SERCO terms and conditions.
- 1.2. The customer's contradictory General Terms and Conditions are herewith rejected. These shall not apply even if they are contained in the supplier's confirmation of order and SERCO does not reject them; silence by SERCO means rejection.
- 1.3. If there are contradictions in the previous mutual contractual declarations or letters of confirmation, the contract shall enter into force according to SERCO's General Terms and Conditions even if the supplier makes a delivery or otherwise provides a service.

### 2. Extent of the deliveries of services

- 2.1. The mutual contractual declarations shall define the extent of the deliveries or services. If a contract is concluded without these mutual declarations, the written offer from SERCO is definitive, the supplier's written order shall apply.
- 2.2. SERCO shall retain unrestricted ownership and copyright of cost estimates, drawings and other documents; they can only be made accessible to third parties after prior written consent from SERCO. These documents must be returned to SERCO if this consent is not granted or after the completion of the order.

### 3. Price

- 3.1. The prices apply ex works excluding packaging. Unless expressly stated otherwise, statutory VAT is not included in the prices.
- 3.2. The price is payable in full within one month of the date of invoice. In the event of default, the statutory interest rates shall apply. The assertion of additional claims for compensation remain unaffected hereby.
- 3.3. The order only reserves the right of offsetting for undisputed or legally enforced counterclaims. This shall also apply to the assertion of rights of retention.

### 4. Retention of title

- 4.1. The goods shall remain the property of SERCO until the fulfilment of all existing and future claims by SERCO arising from the business relationship with the ordering party. Pledging or use as security is herewith prohibited. When processing the goods, SERCO shall occupy the position of the manufacturer.
- 4.2. In the case of resale, the normal sale and collection of the resulting claim is permitted. SERCO can revoke this permission if the ordering party does not properly fulfil its contractual obligations towards SERCO. The claim resulting from the resale is herewith assigned to SERCO. This shall also apply to claims for balances from current account relationships. SERCO shall release securities granted by the ordering party if they exceed the total claim by SERCO arising from the business relationship by more than 20%.
- 4.3. The ordering party shall treat the goods with due care and attention until transfer of ownership; to this extent it shall maintain them as necessary and inform SERCO immediately if any pledging, damage or loss. For high-value goods with a nominal value of more than € 5,000, the ordering party shall also purchase insurance against theft, fire and water damage. The insurance must be purchased at the ordering party's costs upon transfer of risk.

## **5. Time of service**

- 5.1. Timeliness according to the delivery time prescribed by SERCO assumes the proper and timely fulfilment of the ordering party's contractual obligations.
- 5.2. In the case of delayed acceptance by the ordering party, risk of destruction or accidental deterioration of the goods shall transfer to the ordering party at the time of delayed acceptance.

## **6. Transfer of risk**

In the case of dispatch at the request of the ordering party, risk of destruction or accidental deterioration of the goods shall transfer to the ordering party upon dispatch, but not later than upon leaving the SERCO site.

## **7. Warranty**

- 7.1. The statutory provisions regarding warranty shall apply. SERCO shall choose either repair or replacement.
- 7.2. Complaints shall be made in accordance with the German Commercial Code. Complaints must be made in writing.

## **8. Liability**

- 8.1. SERCO shall only be liable typically foreseeable damage in the event of breach of cardinal duties.
- 8.2. No. 1 above notwithstanding, SERCO shall only be liable in the case of gross or negligence or intent for damage not resulting from injury to life, limb or health.
- 8.3. Claims for contractual penalties are excluded.
- 8.4. The statutory burden of proof shall apply.

## **9. Place of jurisdiction and law**

- 9.1. Insofar as the ordering party is a merchant, juridical person under public law or a public institution, the general place of jurisdiction is Bonn.
- 9.2. German law shall apply to the exclusion of the UN Sales Law.

## **10. Concluding provisions**

Should individual provisions of this contract be invalid or only partly valid, the validity of the remaining provisions shall be unaffected thereby.