
General Terms and Conditions of Business (GTC) of Dietmar Kaiser AG

1 Scope

- 1.1. Subject to other written agreements, these GTC are applicable to the entire business transactions of Dietmar Kaiser AG, in particular to all deliveries and other performances rendered by Dietmar Kaiser AG to customers.
- 1.2. The GTC are applicable as soon as they have become an integral part of the agreement with the customer. This will be the case if the GTC have been expressly designated an integral part of the agreement, as well as if Dietmar Kaiser AG makes reference to the GTC, whether in the form of an enclosure or by printed on offers, order confirmations and invoices or in the form of disclosure of the link on the website of Dietmar Kaiser AG where these GTC can be accessed (www.dietmarkaiser.com).
- 1.3. If individual agreements contradict these GTC in particular cases, then the individual agreements shall have precedence. If these GTC contradict the GTC of the customer, then the GTC of Dietmar Kaiser AG shall have precedence over the GTC of the customer.
- 1.4. A written agreement within the meaning of Fig. 1.1 means in writing, by fax or e-mail.
- 1.5. "Customer" means the respective natural person or legal entity that enters into a business relationship with Dietmar Kaiser AG. In particular, "Customer" also means an intermediary or trader.
- 1.6. "Product" means all moveable items manufactured, developed and/or delivered by Dietmar Kaiser AG.

2 Offers, prospectuses, catalogues, technical documents

- 2.1. Offers made by Dietmar Kaiser AG are non-binding at all times.
- 2.2. Unless otherwise agreed, details set out in prospectuses and catalogues are not binding. Details set out in technical documents are binding only insofar as this has been warranted.
- 2.3. Dietmar Kaiser AG reserves all rights to the documents handed out to the Customer. Unless agreed in writing by Dietmar Kaiser AG, these documents may not be made available or used for any purpose other than that for which they were presented to the customer. The customer is also prohibited from reverse engineering products or product components.

3 Delivery deadlines

- 3.1. Insofar as possible, delivery deadlines must be adhered to. These shall always be only approximate and non-binding.
- 3.2. Delivery deadlines shall be deemed to have been adhered to if the goods left the works of Dietmar Kaiser AG by the end of the delivery period or if the goods were declared ready for delivery.
- 3.3. If Dietmar Kaiser AG is exceptionally unable to adhere to a delivery deadline, then the customer must give Dietmar Kaiser AG a written reasonable period of grace before he may withdraw from the agreement. The duration of the grace period depends on the respective circumstances of the particular case; it shall however amount to at least 30 days in every case. Withdrawal must be performed within 7 days following expiry of the grace period.
- 3.4. If the delivery delay is attributable to a reason for which Dietmar Kaiser AG is not responsible, in particular in cases of force majeure, raw material shortages or delays in deliveries by suppliers or contractors of Dietmar Kaiser AG, as well as in cases where the customer breaches his duty of cooperation, such as e.g. notification of technical specifications, then this shall not be deemed to constitute a delay and the delivery obligation of Dietmar Kaiser AG shall be suspended until this hindrance has been removed. The delivery deadline shall recommence following removal of the hindrance. In addition, in such cases Dietmar Kaiser AG shall not bear any liability whatsoever for any possible delay or withdrawal damages suffered by the customer.

- 3.5. If the delivery delay is attributable to a reason for which Dietmar Kaiser AG is responsible, then the liability of Dietmar Kaiser AG shall be limited to cases of wilful intent and gross negligence.

4 Prices and payment conditions

- 4.1. Prices are applicable to deliveries EXW Schaanwald and are shown in particular exclusive of tax, customs, consignment, transportation, freight, insurance and packaging costs.
- 4.2. All prices are based on the cost situation on the day of the offer. In the event of amendments, even if these only relate to one cost factor, in particular commodity prices, Dietmar Kaiser AG shall be entitled to amend the prices. However, the customer shall not be entitled to demand that Dietmar Kaiser AG should amend the prices.
- 4.3. Deliveries shall be performed, insofar as other payment methods such as payment in advance were agreed, on an invoice basis. The invoices of Dietmar Kaiser AG are payable net within 30 days of the invoice date. Once this payment period has expired, the customer shall automatically be in arrears, without the need for him to be formally declared to be in arrears (e.g. by dunning). In the event of payment arrears, default interest of 6% shall be owed. In the case of payment arrears between companies, however, the default interest rate shall be 8% above the reference interest rate.
- 4.4. Offsetting of any possible claims against Dietmar Kaiser AG shall be excluded, subject to additional written agreement.
- 4.5. If the customer defaults on his payment, then Dietmar Kaiser AG reserves the right to annul orders and/or residual orders, without being obliged to provide compensation. So long as the customer is in arrears with his payments, all obligations of Dietmar Kaiser AG arising out of accepted orders shall be suspended, in particular the delivery obligation as well as the obligation to adhere to a delivery period.
- 4.6. The company Dietmar Kaiser AG shall be entitled to withdraw from the agreement if a significant deterioration develops in the income or assets situation of a customer, unless the customer offers without delay to pay on delivery or to provide security. In the event of a contractual withdrawal, the respective rendered performances must be reimbursed. In this case the customer must in particular compensate Dietmar Kaiser AG for any reductions in value suffered by the goods following the conclusion of the agreement, as well as for any loss of earnings.
- 4.7. Failure to meet the due partial payment dates shall be deemed a failure to meet the payment target, and payment of the whole outstanding amount shall become due immediately. Withholding or reduction of the payments on the grounds of complaints, disputes or claims of the customer that have not expressly been recognised shall be permitted only on the basis of a special written agreement.

5 Delivery

- 5.1. The place of performance is the registered domicile of Dietmar Kaiser AG, namely Schaanwald, Principality of Liechtenstein.
- 5.2. The company Dietmar Kaiser AG is entitled to make partial deliveries. The customer is obliged to accept partial deliveries.

6 Transfer of risk

- 6.1. Risk shall be transferred from Dietmar Kaiser AG to the customer at the time of the handover of the products to the customer or to the commissioned forwarding agent or shipper, irrespective of which party commissioned the forwarding agent or shipper and paid for the forwarding or shipping.
- 6.2. In the event of failure by the customer to adhere to an agreed collection deadline or a collection deadline stipulated by Dietmar Kaiser AG, then risk shall be transferred to the customer once this deadline has passed.

Dietmar Kaiser AG shall not be required to issue a separate communication in this conjunction.

7 Reservation of title

- 7.1. The products shall remain the property of Dietmar Kaiser AG until these have been paid in full by the customer.
- 7.2. The customer expressly agrees that the reservation of title to the delivered products may be recorded in the respective public registers, specifically in the responsible register of reservations of title, without his involvement and at his own expense.
- 7.3. The products may not be resold or pledged before they have been paid in full by the customer.
- 7.4. Until payment has been performed in full, the customer undertakes, on his own liability, to insure the products comprehensively, in particular against natural hazards, fire and water, as well as to maintain and operate them properly.

8 Warranty

- 8.1. The company Dietmar Kaiser AG warrants that the delivered products correspond to the product specifications agreed in writing or warranted by Dietmar Kaiser AG in writing. Dietmar Kaiser AG furthermore warrants that the delivered products are free of material and production faults. In terms of materials and tolerances, the relevant industry standards are applicable. In the absence thereof, the works standards of Dietmar Kaiser AG shall be applicable.
- 8.2. Dietmar Kaiser AG does not provide any warranty in respect of defects that result from causes, irrespective of their nature, following the transfer of risk to the customer (Fig. 6), in particular transport damage, damage resulting from improper storage, processing or operation of the product. Dietmar Kaiser AG also provides no warranty for any possible improper utilisation of the product, in particular the excessive use thereof, specifically within the framework of shift operations. Finally, Dietmar Kaiser AG also provides no warranty if seals are removed or alterations are made to the product, specifically changes to the electronic or hydraulic settings.
- 8.3. Dietmar Kaiser AG provides no warranty in respect of the actions of any possible intermediaries or traders, in particular not for product characteristics warranted by traders of the customer or for flawed instructions issued by intermediaries or traders.
- 8.4. The customer must check the products for any possible defects immediately following delivery, and must report any possible defects within 14 days of the transfer of risk (Fig. 6) in writing. Once this deadline has expired the delivered products shall be deemed to have been accepted by the customer as being defect-free.
- 8.5. Should the customer subsequently discover any possible concealed defects, then he must report these in writing without delay, at the latest within 7 days of their discovery. If this deadline is allowed to pass, then the customer shall be deemed to have forfeited his warranty rights.
- 8.6. In addition to a precise description of the defect, the written complaint (Fig. 8.4. f.) must in particular also include confirmation that product maintenance was performed at the stipulated intervals.
- 8.7. The warranty period is 1 year, although a maximum of 1,000 operating hours from the time of the transfer of risk (Fig. 6). After this all warranty entitlements of the customer shall expire.
- 8.8. If a complaint is issued within the stipulated deadline, then the customer shall at the choice of Dietmar Kaiser AG, subject to the exclusion of further warranty entitlements, be entitled to a replacement or to rectification. In this event the customer shall bear the cost of transporting the defective or rectified goods back and forth.
- 8.9. If Dietmar Kaiser AG allows an imposed reasonable deadline to pass without providing a replacement or rectifying the defect, or if the rectification proves ineffective, then the customer shall be entitled, subject to the exclusion of further claims, to demand a reasonable reduction of the purchase price or to withdraw from the agreement.

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- 8.10. Payment of the agreed price shall in every case be due on the agreed payment deadline. In the event of the product being defective, the customer is not entitled to withhold payment of the agreed price wholly or in part.
- 8.11. The liability of Dietmar Kaiser AG for damage attributable to a defective product (consequential damage, in particular loss of earnings as well as expenses incurred in conjunction with the assertion of the warranty entitlement) shall be limited to cases of gross negligence or wilful intent on the part of Dietmar Kaiser AG, and the associated sum shall be limited to the value of the delivered product. In particular, the warranty entitlement of customers who merely buy components shall not include the fitting or removal of the components. In the case of customers who have vehicles from Dietmar Kaiser AG, the incurred fitting and removal costs (in addition to the cost of the spare part) shall be reimbursed only if the fitting and removal is performed by Dietmar Kaiser AG.

This liability exclusion shall also be applicable insofar as such claims are derived from incorrect advice, improper actions or a positive contractual breach, i.e. even if the claims have nothing to do with the defective condition of the product. Dietmar Kaiser AG specifically refuses to accept any liability for all (consequential) damages associated with defects that occur in the manufactured (end) product itself; this exclusion shall in particular be applicable even if the calculations and/or plans were drawn up by Dietmar Kaiser AG.

- 8.12. Dietmar Kaiser AG refuses to accept any liability whatsoever for used products. By the same token, no liability shall be accepted for damage resulting from an extended shutdown of the product.
- 8.13. Dietmar Kaiser AG refuses to accept any possible liability for third-party products. However, following the conclusion of the transaction with the customer, Dietmar Kaiser AG shall assign to the customer all possible warranty and guarantee claims that pass to Dietmar Kaiser AG or to which it is entitled on account of the settlement of the legal transaction with the third party. The customer may assert any possible warranty and guarantee claims directly vis-à-vis the business partner of Dietmar Kaiser AG, that is to say in particular the manufacturers, traders or auctioneers.

9 Amendment of the GTC

- 9.1. Dietmar Kaiser AG reserves the right to amend the GTC unilaterally.
- 9.2. The amended GTC shall be deemed to have been accepted if these are forwarded to the customer or published on the website of Dietmar Kaiser AG (www.dietmarkaiser.com) and if the customer does not reject the application thereof in writing within 14 days of forwarding or publication.

10 Applicable law and place of jurisdiction

- 10.1. The entire business relationship between Dietmar Kaiser AG and the customer is governed exclusively by Liechtenstein law.
- 10.2. The place of jurisdiction is Vaduz, Principality of Liechtenstein, whereby Dietmar Kaiser AG shall also be entitled to take legal action against the customer at his head office or at the registered domicile of a branch office or permanent establishment as well as at any place where the customer possesses assets (elective place of jurisdiction in favour of Dietmar Kaiser AG).

11 Severability clause

In the event of any of the aforementioned provisions being wholly or partially invalid, then this shall not affect the validity of the remaining provisions.