

General Terms and Conditions of Sale ISST GmbH

I. Scope, Deviating Agreements

1. The following General Terms and Conditions of Sale and Delivery ("**GT&C**") apply to all purchase and delivery agreements between the Inter Sea Service & Trading GmbH ("**Seller**") and their purchasers (hereinafter "**Purchaser**"), including any ancillary arrangements, provided that the Purchaser is an entrepreneur and enters into the Agreement in pursuance of a commercial or a self-employed professional activity within the meaning of Section 14 of the German Civil Code (BGB).
2. Deviating terms of the Purchaser that are not explicitly recognized do not apply. This also applies when the Seller provides his services without reservation, with knowledge of terms of the Purchaser that are contrary to or deviate from these GT&C.

II. Conclusion of the Agreement

1. The offers of the Seller, including the sales prices stated in the price lists of the Purchaser, are non-binding, unless expressly designated as binding. Oral or written orders represent a binding offer, to which the Purchaser is bound for 30 days, unless the offer does not declare anything deviating.
2. The Agreement is concluded through order confirmation (via email) or by the Seller's delivery of the ordered goods.

III. Product Documentation

1. Documents, illustrations, drawings, information on performance, weights and measurements in the catalogs, product sheets and on the website of the Seller are executed as accurately as possible, but only state approximate values and do not represent quality specifications of the goods, unless they are expressly stated to be binding. Improvements and dimensional changes are reserved, to the extent customary in the trade and reasonable for the Purchaser.
2. The Seller retains ownership and copyright to illustrations, drawings and other documents. They may not be copied or provided to third parties or used for self-production without his express written consent.

IV. Delivery and Consequences of Delay in Delivery

1. The specified delivery times and dates are only approximate, unless they have been expressly agreed as binding.
2. Deliveries are made ex works (Incoterms 2010) 22844 Norderstedt, Oststraße 2 b.
3. The Seller is entitled to partial deliveries and partial services as is customary in the trade, unless the partial delivery or service is unreasonable for the Purchaser or is contractually excluded.
4. In cases of force majeure or other unexpected events at the time of conclusion of the Agreement that the Seller was unable to prevent despite reasonable care in the circumstances of the individual case, regardless of whether this has occurred with the Seller himself or with his suppliers or subcontractors (subject to our own receipt of delivery), such as war, natural disasters, breakdowns, lawful strikes, lockouts or official orders, these delivery times/dates shall be extended for the duration of the hindrance and a reasonable preparation time. If such hindrance prevents performance for more than four months, both parties may withdraw from the Agreement. If delivery should become impossible or unreasonable as a result of the aforementioned circumstances through no fault of the Seller, the Seller is entitled to withdraw from the Agreement in whole or in part because of the part not yet fulfilled. The Purchaser shall have no claims for damages against the Seller in this case. Any statutory rights of withdrawal shall remain unaffected.
5. Insofar as the Purchaser is required to extend a reasonable grace period in order to assert rights against the Purchaser, this period shall be at least four weeks.
6. The Seller's default damage to be reimbursed is limited to 0.5% of the value of the non-timely delivery or partial delivery for each full week of delay, up to 10% of the value of the delayed (partial) delivery.

V. Transfer of Risk

Unless otherwise expressly agreed, delivery is "ex works" (Incoterms 2010) in 22844 Norderstedt, Oststraße 2 b.

VI. Prices / Payment / Offsetting and Retention

1. Delivery shall be made on the basis of the prices that are declared in the order confirmation. Prices are, unless otherwise agreed, net prices in euros "ex works" (Incoterms 2010) in 22844 Norderstedt, Oststraße 2 b without packing excluding if

applicable accruing value-added tax and any other taxes and fees incurred for the execution of the order.

2. If changes occur in circumstances after conclusion of the Agreement that are material to the determination of the fee, including but not limited to the cost of materials, wages, transport and public duties the Seller is required to pay, in a manner that is neither foreseeable nor attributable to the Seller, he reserves the right to adjust his prices in the same proportion. Insofar as the aforementioned circumstances lead to a reduction of costs, the Seller undertakes to reduce his prices in the same proportion vis-à-vis the Purchaser. Cost increases or cost reductions shall be justified to the Purchaser upon request. In the event of a price increase of more than 10 % since conclusion of the Agreement, the Purchaser shall have the right to withdraw from the Agreement.
3. Providing the parties do not reach a deviating explicit agreement, all invoices are payable net within 30 days from date of invoice. The timeliness of the payment is determined by the receipt of the funds by the Seller. Upon fruitless expiry of this period, the Purchaser is in default.
4. In the event of default of the Purchaser, the Seller demands interest of 9 percentage points per annum above the current base rate of the European Central Bank. The right to assert higher default damages remains reserved.
5. The Seller's claims are payable immediately if contractual arrangements have been severely breached by the Purchaser and the Purchaser is responsible for this. In this case, the Seller is entitled to make any outstanding deliveries or render any services only against advance payment or the provision of security.
6. Objections to the invoices must be raised by the Purchaser within two weeks after receipt of the invoice. If the Purchaser fails to give notice in due time, the relevant invoice shall be deemed approved. The Seller is obliged to make explicit reference to this in his invoices.
7. Offsetting with counterclaims of the Purchaser or the retention of payments due to such claims is only permitted if the counterclaims are uncontested, ripe for decision or legally established.

VII. Defects / Warranty

1. The Seller warrants the goods delivered by him. The Seller does not assume guarantees, unless they are expressly agreed.

2. The Purchaser must carefully inspect the goods, even if samples or specimens have been previously sent, immediately upon arrival at their destination. Obvious defects must be reported to the Seller in writing without delay, no later than five business days after delivery. Hidden defects must be reported to the Seller in writing without delay, no later than five business days after discovery.
3. At request of the Seller, the objectionable goods must be returned to the Seller (freight paid). For justified complaints of defects, the Seller will refund the costs of the least expensive shipping method; this does not apply if the costs increase because the goods are located at a place other than the place of the intended use.
4. For defects reported in good time, the Purchaser shall be entitled at discretion of the Seller to repair or delivery of a defect-free item ("supplementary performance"). The supplementary performance shall take place at the location of the original delivery; it shall be considered a failure after three unsuccessful attempts. Replaced parts become property of the Seller.
5. Supplementary performance does not include either the dismantling of the defective item or reinstallation if the Seller was not originally contracted for installation.
6. For defects caused by inappropriate or improper use, the contempt for the existing statutory and official provisions for the establishment and the handling of the delivered item as well as prescriptive instructions by the Seller, faulty installation or commissioning by the Purchaser or third parties, normal wear and tear, faulty or negligent attendance or handling, warranty claims are excluded. If the quality of the delivered goods deviates only slightly from the agreed quality, the Purchaser shall only be entitled to a right of reduction. The warranty is void as well if the Purchaser alters the delivered item or has it altered by a third party without consent of the Seller and this causes remedial measures to be impossible or unreasonably difficult. In any case, the Purchaser has to bear the additional costs of remedial measures caused by the alteration.
7. In case of defects of components from other manufacturers that the Seller is unable to remedy for licensing or factual reasons, the Seller will assert at his discretion his warranty claims against the manufacturers and suppliers for the Purchaser's account, or assign them to the Purchaser. Warranty claims against the Seller for such defects only exist under the other conditions and in accordance with these GT&C only if the judicial enforcement of the aforementioned claims against the manufacturer or supplier was unsuccessful or has no prospect of success, for example due to insolvency.

8. The warranty period is one year from delivery or, if acceptance is required, from acceptance. The five-year limitation period remains in effect for structures and items that are used in accordance with their usual purpose for a structure. This does not affect the statutory limitation periods in cases of fraudulent concealment as well as claims of delivery recourse pursuant to Sections 478, 479 BGB.
9. The Purchaser shall only be entitled to claims for damages due to defects provided the Seller's liability is not excluded or limited in accordance with Clause VIII. Further claims for defects or other claims than those set forth in this Clause VII are excluded.

VIII. Liability, Limitation

1. The Seller shall only be liable for gross negligence and intent and in the event of a breach of a material contractual obligation, the fulfillment of which enables the proper implementation of this contract in the first place, and upon the fulfillment of which the Purchaser regularly may rely ("cardinal obligation").
2. For slightly negligent breach of a cardinal obligation, Seller's liability is limited to the typical damage foreseeable at the conclusion of the Agreement.
3. Insofar as Seller's liability is limited or excluded, this also applies to the liability of his employees, representatives or agents.
4. These liability limitations and exclusions do not apply to fraudulent concealment of defects, the assumption of a guarantee or a procurement risk, the liability under the Product Liability Act and for bodily injury (injury to life, limb or health).
5. With the exception of claims arising from tortious acts, claims for damages of the Purchaser for which liability is limited under this provision shall lapse one year from the start of the statutory limitation period.

IX. Retention of Title

1. The following retention of title serves to secure all existing current and future claims of the Seller against the Purchaser from the ongoing business relationship existing between the parties, including all current account balance claims (hereinafter "**Secured Claims**").
2. All goods delivered by the Seller remain his property until full payment of all Secured Claims. Goods and the goods taking their place covered by the retention of title according to the following provisions are hereinafter referred to as "**Reserved Goods**."

3. Any processing of the Reserved Goods is always carried out on behalf of the Seller and for the Seller as a manufacturer within the meaning of Section 950 BGB, without obligating him. Processed goods are deemed Reserved Goods pursuant to Clause IX.2. The Seller hereby offers the Purchaser in advance the granting of a contingent right to the new items emerging from the processing, combining or mixing or to the co-ownership interests of the Seller in these new items. The Purchaser accepts this offer.
4. In case of processing, combining and mixing of Reserved Goods by the Purchaser with products of different origin into a new item or a mixed asset, the Seller is entitled to co-ownership thereto, in the ratio of the value of the Reserved Goods (final invoice amount including value-added tax) at the time of delivery to the value of the other, mixed or combined goods (final invoice amount including value-added tax) at the time of the adaptation, processing, combining or mixing. The co-ownership share shall be deemed as Reserved Goods pursuant to Clause IX.2. In the event that no such acquisition of ownership should accrue to the Seller, the Purchaser hereby assigns its future ownership or – in the ratio mentioned above – its co-ownership to the newly created item or to the mixed asset to the Seller as security in advance. The Seller accepts this assignment.
5. If the Reserved Goods are joined or inseparably mixed with other items to form a single item, and if one of the other items is to be considered the main item within the meaning of Section 947 BGB, the Purchaser hereby assigns pro rata co-ownership of the single item in advance to the Seller in the ratio of the value of the Reserved Goods (final invoice amount including value-added tax) at the time of delivery to the value of the main item (final invoice amount including value-added tax). The Seller accepts this assignment. The co-ownership share shall be deemed Reserved Goods pursuant to Clause IX.2.
6. The Purchaser shall store the Reserved Goods for the Seller free of charge. Prior to full payment of the Secured Claims, the Reserved Goods may neither be pledged to third parties nor assigned as security. The Purchaser is obliged to handle the Reserved Goods with care.
7. In the event of attachment, seizure or other act of access to the Reserved Goods by third parties, the Purchaser undertakes immediately to disclose the Seller's ownership and to inform the Seller in writing in order to enable him to enforce his property rights, in particular by bringing an action under Section 771 of the German Code of Civil Procedure (ZPO). The Purchaser shall bear all judicial and extrajudicial costs that occur for rectifying the access and the replacement of the Reserved Goods if they cannot be collected from third parties.

8. If the Purchaser fails to fulfill its obligations under the Agreement with the Seller, in particular if it is in default of payment,
- the Seller may prohibit the resale, the adaptation and processing of the Reserved Goods and their mixing or combining with other goods;
 - the Seller can withdraw from the Agreement in accordance with the general rescission rules of Section 323 BGB; in case of withdrawal, the right of the Purchaser to possession of the Reserved Goods lapses and the Seller can demand the surrender of the Reserved Goods; the Seller is entitled after consultation with the Purchaser to enter the business premises of the Purchaser and to take possession of the Reserved Goods at the expense of the Purchaser and, without prejudice to the payment and other obligations of the Purchaser, to recover them as best possible by way of private sale or by way of auction; the recovery proceeds will be credited to the Purchaser's liabilities by the Seller after deduction of the costs incurred; the Seller will pay out any remaining surplus to it;
 - the Purchaser shall notify the Seller upon request of the names of the obligors of the claims assigned to the Seller, so that the Seller can disclose the assignment and collect the claims; all proceeds the Seller is entitled to from assignments must immediately be forwarded to him upon receipt if and as soon as his claims against the Purchaser are due;
 - the Seller is entitled to revoke the issued direct debit authorization.
9. If the realizable value of the securities existing for the Seller exceeds the Seller's claims by more than 10%, the Seller will release the securities at its discretion upon the Purchaser's request.

X. Place of performance, applicable law and jurisdiction

1. The place of performance for all delivery and payment obligations is Hamburg, unless otherwise stated in the order confirmation.
2. German law applies under exclusion of the United Nations Convention on the International Sale of Goods (CISG).
3. Jurisdiction for all disputes arising out of or in connection with the delivery transaction – including for claims under bills of exchange and checks – is Hamburg, provided that the Purchaser is a merchant or has no general jurisdiction in Germany. However, the Seller

reserves the right to sue the Purchaser at its general jurisdiction. Statutory provisions regarding exclusive jurisdiction shall remain unaffected.

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