

GENERAL TERMS AND CONDITIONS (T&C)

Governing the commercial transactions of DEKOBACK GmbH

Scope and validity

Commercial relationships between DEKOBACK GmbH and its Customers shall be governed solely by the delivery and payment conditions of DEKOBACK GmbH in their current form as at the date of contract formation. No provisions to the contrary in the Customer's terms of business will be acknowledged unless DEKOBACK GmbH has consented to the changes in writing in the specific instance.

All details provided in catalogues and offers in relation to dimensions, weights, and illustrations are only provided on an approximate basis and, as such, are non-binding. DEKOBACK GmbH reserves the right to make changes to the price or quantity of individual items, provided that DEKOBACK GmbH shall notify the Customer thereof without delay. No liability is accepted in respect of errors or omissions.

Orders may be placed, and deliveries may be effected throughout the European Union on a general basis. Deliveries to other countries may only take place by specific agreement. The Customer expressly acknowledges these terms and conditions upon placing the order and, in any event, no later than acceptance of our performance.

Contract formation

Depictions of our range of products on our homepage or in our catalogues do not constitute a legally binding offer; instead, they are a non-binding invitation to treat in the form of a catalogue.

The contract between the Customer and DEKOBACK GmbH only comes into existence upon the placement of an order by the Customer and the acceptance of such order by DEKOBACK GmbH. Confirmation of receipt of the order does not constitute acceptance.

Acceptance of the purchase order takes place upon written confirmation of the order or upon dispatch of the ordered items in the absence of such confirmation.

Shipping and delivery terms

The selection of the method of shipment shall be at the sole discretion of DEKOBACK GmbH. Partial shipments shall be permissible where the Customer has given its consent.

If an item can no longer be delivered, DEKOBACK GmbH shall be entitled to refuse the delivery, provided that it shall notify the Customer without delay upon becoming aware of the non-availability of the item. Delivery schedules are provided for information purposes only and are not legally binding. Events of *force majeure*, prevention of delivery by official or political measures, defects in materials, and/or substantial disruption to the business of DEKOBACK GmbH or its suppliers, shall entitle DEKOBACK GmbH to refuse unfulfilled delivery obligations, in whole or in part, or to defer such obligations until such time as the events preventing delivery have passed, provided that it shall notify the Customer thereof without delay.

If the Customer fails to take delivery of the goods, DEKOBACK GmbH shall be entitled, upon setting an appropriate notice period, to withdraw from the contract and/or to claim compensation *in lieu* of performance of the contract. In the event of a compensation claim, DEKOBACK GmbH shall be entitled either to damages in the amount of the actual loss suffered or to a fee equal to 20% of the net purchase price. The Customer shall, however, expressly be entitled to demonstrate that DEKOBACK GmbH has suffered no loss or a minimal loss.

The validity period of limited offers or special promotions shall be as specified in the relevant promotional material in respect of the goods. Despite careful attempts to maintain stocks, it is possible that items subject to special promotions may sell out more quickly than anticipated. Accordingly, it is not possible to guarantee that items subject to special promotions will be delivered and promotional offers shall remain valid only while stocks last. The Customer shall be notified without delay and any amounts of the purchase price already paid shall be refunded promptly.

Goods are appropriately insured in accordance with their value during shipment for domestic deliveries.

All deliveries shall be at the Customer's risk as soon as the goods leave the premises.

DEKOBACK GmbH
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**Geschäftsführer /
Managing Directors**
Sascha Höhl, Ceyhan Serbest,
Rüdiger Settelmeier

**Registergericht /
Registration Court**
Amtsgericht Mannheim
**Handelsregister-Nr. /
Commercial Register No.**
HRB 706 248
USt-ID-Nr. / VAT No.
DE 263 799 183

**Bank Inland /
Bank Details**
Sparkasse Heidelberg
IBAN:
DE 25 6725 0020 0009 1275 50
BIC (SWIFT-Code):
SOLADES1HDB

The Customer shall inspect the goods for damage in transit immediately upon receipt and shall report any incomplete or damaged shipments within five working days from receipt of the goods to DEKOBACK GmbH. Any later notification, or any notification via a third party, shall be invalid. Rejected goods shall be treated with all reasonable care until handed over for collection (§ 347 of the German Commercial Code/HGB).

Returns will only be accepted by prior agreement over the telephone. Returns shall initially be shipped at the Customer's cost. Postage costs will be refunded once the defect has been checked and the complaint has been established as justified. Return shipments with unpaid or inadequate postage will not be accepted.

Prices

All offers and prices are subject to change. The prices as set out in the current price list/catalogue shall apply until the publication of a new price list or catalogue, when existing prices shall cease to be valid. All prices are given net, excluding VAT, and without considering any discounts that may be available. Should the purchase costs of raw materials or products change materially as a result of currency fluctuations, DEKOBACK GmbH shall be entitled to adjust prices in the short term, provided that it shall notify the Customer thereof without delay.

Item quantities given in catalogues or price lists refer to packaged units. Partial order quantities that are not multiples of these packaged units will automatically be adapted or rounded to the appropriate number of packaged units. Order quantities of less than the packaged unit quantities specified in the price list are possible, subject to a charge of €0.50 per line item. Order quantities below the minimum stated must be clearly marked as such.

Payment terms

Our invoices are due for payment within the agreed payment period with effect from the date of invoice. Payments of all kinds shall be deemed to be received on the day on which the funds are cleared into the account of Dekoback GmbH.

Payments shall always be applied against the oldest invoice and payment shall automatically be deemed to be delayed ten days from the due date of the invoice. A processing fee of €15.00 will be charged for late payments.

If the payment is made later than agreed, Dekoback GmbH shall be entitled to charge interest at the statutory rate for the period between the due date and the actual date of payment, except where the Customer is able to demonstrate that it is not responsible for the late payment. We reserve the right to pursue any other damages to which we may be entitled as a result of late payment.

In the event that the Customer falls behind in its payment obligations to DEKOBACK GmbH for any reason, all outstanding payments shall fall due with immediate effect.

If there is reason to believe that the Customer may be unable to meet its payment obligations following acceptance of the order, DEKOBACK GmbH shall be entitled, at its sole discretion, to require payment in cash for all outstanding orders or to take collateral from the Customer before effecting delivery.

No right of set-off shall exist in respect of payments outside the scope of this Agreement, nor shall there be any right of set-off against any disputed claim or any claim that has not been established in a legally binding manner.

DEKOBACK GmbH shall be entitled to assign any claim arising as a result of its business relationships.

Shipping costs

Shipping costs are charged on order values between €50 and €300. Deliveries to Germany shall be made free of charge for order values equal to or greater than €300 *net ex-works*. Additional shipping costs shall apply to deliveries outside Germany regardless of order value.

Minimum order value

The minimum order value is €50 net. Orders placed for sums below this value will not be fulfilled.

Special creations/white label services

Where an item is created for the Customer that differs from DEKOBACK GmbH's standard, DEKOBACK GmbH shall be entitled to invoice the Customer for the excess costs incurred.

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 Registration Court**
 Amtsgericht Mannheim
**Handelsregister-Nr. /
 Commercial Register No.**
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**Bank Inland /
 Bank Details**
 Sparkasse Heidelberg
 IBAN:
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 BIC (SWIFT-Code):
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Restocking fee

In the event that DEKOBACK GmbH accepts a return of goods where it is not legally obliged to do so, a restocking fee of 20% of the corresponding net value of the goods will be charged.

DEKOBACK GmbH charges an additional repackaging fee for individually priced goods in the sum of 10% of the net price. Food products cannot be returned.

Simple retention of title

DEKOBACK GmbH shall retain title in the goods until all claims of DEKOBACK GmbH against the Customer arising from the business relationship, including any future claims arising from any contracts entered into simultaneously or subsequently have been fulfilled. This shall also apply in the event that some or all claims of DEKOBACK GmbH against the Customer are incorporated into a rolling invoice and the balance has been drawn up and then acknowledged.

Extended retention of title in the event of resale with assignment of revenue

The Customer shall be entitled to distribute goods subject to retention of title in the ordinary course of business where the Customer immediately assigns all rights that may arise in its favour against any of its own customers or third parties. Where goods subject to retention of title are distributed without further processing, or in connection with items that are the Customer's sole property, the Customer hereby assigns all such rights arising as a result of the onward distribution to DEKOBACK GmbH in full. Where the Customer distributes goods subject to retention of title after processing and/or in combination with items that are not the property of DEKOBACK GmbH, the Customer hereby assigns all rights arising from such onward distribution to DEKOBACK GmbH in full with priority over all other associated rights (including third-party rights). DEKOBACK GmbH hereby acknowledges and accepts such assignment. The Customer shall be authorised to enforce such rights following assignment, without prejudice to DEKOBACK GmbH's entitlement to enforce such rights in its own right, notwithstanding which, DEKOBACK GmbH undertakes to refrain from enforcing any right except to the extent that the Customer fails to meet its payment and other obligations under this Agreement. DEKOBACK GmbH shall be entitled to demand that the Customer notifies its debtor of the assignment of its rights and provides all documents and details necessary for the enforcement thereof.

Payment of cheques and bills of exchange

If, in connection with the payment of the purchase price by the customer, DEKOBACK GmbH incurs an obligation to accept a cheque or bill of exchange, the retention of title clause and any associated receivables claim shall remain in force until such time as the Customer has fully satisfied its obligations under the bill of exchange.

Excess collateral clause

If the value of the security granted by the Customer to secure any claims exceeds the value of such claims by more than 20%, DEKOBACK GmbH shall release the value of such excess security to the Customer upon demand.

Release of property subject to retention of title

DEKOBACK GmbH shall be entitled at any time to demand that the Customer shall issue up all items belonging to it, including without limitation the rights to enforce the ringfencing or assignment of consideration in relation to insolvency proceedings in the event that the performance of the Customer's obligations is jeopardised, in particular in the event that insolvency proceedings are commenced against the Customer, the remedy of distress is exercised over the Customer's assets, or the Customer's asset position materially deteriorates. Such enforcement of the retention of title clause or distress against the goods by DEKOBACK GmbH shall not amount to a withdrawal from this Agreement.

Third party interference with goods subject to retention of title

In the event that any security is taken over any goods subject to retention of title, or in the event that such goods are seized, or any property right is otherwise asserted in such goods by third parties such that DEKOBACK GmbH's property rights are thereby prejudiced, the Customer shall notify DEKOBACK GmbH thereof without delay and shall cooperate with DEKOBACK GmbH to take all necessary steps to preserve its rights.

To the extent reasonably necessary to protect the goods subject to retention of title, the Customer shall assign all rights therein to DEKOBACK GmbH upon request. The Customer shall indemnify DEKOBACK GmbH in respect of all damages and costs – including legal fees and costs – incurred by DEKOBACK GmbH when intervening against third parties to protect its rights.

Enforcement of the retention of title clause shall not require withdrawal from this Agreement unless the Customer trades as a consumer.

Warranty

Without prejudice to §377 of the German Commercial Code (HGB) in the event that the Customer trades in the course of business, the warranty period shall last for one year from the delivery of the goods. The Customer shall notify any defects in the goods as delivered to DEKOBACK GmbH in writing.

Liability

Nothing in this Agreement shall limit DEKOBACK GmbH's liability in respect of damage caused by wilful misconduct or gross negligence, nor in respect of any loss of life, bodily injury, or physical health, nor shall anything in this agreement prejudice DEKOBACK GmbH's liability under the Product Liability Act (*Produkthaftungsgesetz*). The following provisions shall apply in respect of all other claims:

Liability for damage caused by ordinary negligence on the part of DEKOBACK GmbH is hereby excluded except in the event of any breach of a material obligation under this Agreement such that its purpose would be defeated in the event of non-performance (a cardinal duty). Liability for damage incurred by the Customer as a result of such material breach shall, except in relation to the circumstances set out in the first sub-clause above, be limited to the ordinary and foreseeable contractual purpose for which the applicable goods are used and, moreover, shall be limited to an amount equal to twice the purchase price of the relevant order.

The limitations and exclusions of liability in the second sub-clause above shall also apply in respect of any liability arising in the course of any contractual negotiations and shall also benefit the employees of and contractors engaged by DEKOBACK GmbH.

Data protection and security

In order to process orders, DEKOBACK GmbH generally requires certain data from the Customer. DEKOBACK GmbH undertakes to respect the privacy of all persons who procure its services and to maintain the confidentiality of their personal data. The basis for the procedures governing the processing of personal data is the applicable legislation including the Federal Data Protection Act (BDSG) and the Information and Communication Services Act (IuKDG).

The Customer hereby consents to the personal data provided for the purposes of completing the business transaction being stored electronically. The Customer accordingly agrees that DEKOBACK GmbH may collect, store, process and use data relating to the Customer and may disclose such data and information to third parties for purposes including, but not limited to, dealing with accounts receivable or outsourced debtor management and for the purposes of storage, processing, and use.

Miscellaneous provisions

This Agreement is subject to the laws of the Federal Republic of Germany, excluding the United Nations Convention on the Sale of Goods.

The place of performance of this Agreement and, where the Customer trades in the course of business or does not have a permanent residence in Germany, the place of jurisdiction shall be DEKOBACK GmbH's registered office in Reichartshausen.

Reichartshausen, 31.07.2017