I. General Terms

1. These General Terms of Sale (in short: GTS) for catering appliances and equipment apply for all of our business relationships with our customers (hereinafter: "Buyer"). The GTS apply only if the Buyer is a natural person (§ 14 BGB [German Civil Code]) or a legal entity under public law or a special fund under public law.

2. The GTS shall apply in particular to contracts concerning the sale and/or delivery of movable objects (hereinafter also: "goods"), regardless of whether we manufacture the goods ourselves or purchase them from suppliers (§§ 433, 651 BGB). The GTS also apply in their respective version as a framework agreement for future contracts on the same terms and conditions if we have to perform the same obligations again without the need for us to inform the Buyer to them again in each individual case; in this case we will inform the Buyer immediately of any changes to our GTS.

3. The GTS shall be exclusively. Deviating, opposing or supplementary General Terms and Conditions of the Buyer will only become part of the contract if and insofar as we have expressly approved their validity. This approval requirement applies in all cases, even if we have already delivered to the Buyer without reservation while aware of the Buyer's General Terms and Conditions.

4. Individual agreements made with the Buyer on an individual case basis (including collateral agreements and amendments) shall in any case have priority over these GTS. A written contract or our written confirmation shall be decisive regarding the content of such agreements.

5. Leagues relevant to the delivery and transportation, which are to be submitted towards us by the Buyer after conclusion of contract (e.g. the setting of deadlines, notifications of defects, declaration of cancellation or reduction), require the written form in order to be legally binding.

6. References to the validity of statutory regulations shall only have clarifying significance. Therefore, the statutory regulations shall also apply without such a clarification insofar as they are not directly changed or are expressly excluded in these GTS.

7. Should one or more provisions of these General Terms and Conditions be invalid, the provision shall remain valid insofar as it contains a valid partial provision.

II. Conclusion of contract

1. As a general rule, offers are non-binding. If we bind ourselves to the offer by means of an express declaration of acceptance, this commitment shall not apply for any longer than a period of 4 months. We reserve the right to make technical changes, provided they do not impact the function. The Buyer is responsible for obtaining any official permits.

2. We reserve unrestricted rights of ownership and copyrights to all cost estimates, diagrams and other documents. These may only be made available to third parties under our prior consent. Diagrams and other documents belonging to offers must be returned immediately upon request if the offer is not placed. Sentences 1 and 2 apply accordingly for the Buyer's documents; however, these may be made accessible to any such third parties that we permitly subcontract for deliveries or services.

3. The ordering of the goods by the Buyer shall be deemed a binding contract offer.

4. The ordering of the goods by the Buyer shall be deemed a binding contract offer. Unless otherwise stipulated in the order, we are entitled to accept this contractual offer within 4 weeks of its receipt.

5. Acceptance can either be declared in writing (e.g. by means of an order confirmation) or by means of the delivery of the goods to the Buyer.

III. Prices and payment conditions

1. The prices are valid upon delivery without installation or mounting, ex works, including packaging, which will not be returned to us on account of an agreement made between us and Duales System Deutschland GmbH. Prices are exclusive of VAT, which will be invoiced separately at the valid rate.

2. The price calculation will be based on the prices valid on the day of conclusion of contract.

3. Unless otherwise agreed, as a general rule all payments must be made no later than within 30 days of the date of invoice, by bank transfer and without deductions, to the specified paying agent.

4. Means of payment other than bank transfer, in particular cheques, shall only be accepted under reservation. Exchange payment shall only be accepted subject to prior written agreement. Credit shall be granted at the amount following the deduction of all costs. The day of payment shall be taken as the day on which the amount is available to us. The Buyer is responsible for collecting the invoice amount in due time. Our representatives and agents shall not accept any payments unless a written authority to collect has been issued.

5. Charges for bills of exchange and discounting shall be borne by the Buyer and must be paid immediately after notification. If payment by means of promissory notes is accepted, we must receive these within 30 days of the date of invoice.

6. The Buyer shall terminate any agreement for cancellation of a contract within a period of 30 days from the end of any calendar month, or without notice for good cause. In the case of agreed exchange payments the term of the goods credit shall be extended until the due date is fixed by the invoice or the bill of exchange.

7. Grantor granted, bonuses and discounts only relate to deliveries for which we receive full payment on time.

8. In the event of the existence of multiple receivables, we shall be entitled to settle the Buyer's payments with these receivables, in the sequence of the dates on which the payments are due. In this respect, the debtor's right to determine the order of payment in accordance with § 366 BGB shall be excluded.

9. The Buyer shall only be entitled to set-off if his counter-claims have been established as legally binding, uncontested or acknowledged by us. The Buyer is only authorised to exercise a right of retention insofar as his counter-claims are established as uncontested or legally binding. This also applies to the exercise of the right of set-off pursuant to § 369 HGB [German Commercial Code].

10. Should the Buyer fall into arrears, we shall be entitled to charge interest on arrears in the amount of 9% above the respective base p.a. interest rate in accordance with § 288 Para. 2 BGB. In the event that we are able to prove higher damages due to arrears, we will be entitled to assert this higher claim. Our claim for the commercial maturity interest (§ 353 HGB) against merchants remains unaffected.

11. If there are indications after conclusion of the contract that our entitlement to the purchase price is at risk, we shall be entitled to compel the Buyer to provide us with a security to cover the realizable value of the goods. If the Buyer fails to provide such security, we shall be entitled to cancel the contract. In the event of such cancellation, we shall be entitled to demand immediate payment of the purchase price, as well as all costs. If the Buyer does not pay the purchase price, we may, however, only reserve the right to cancel if we have unsuccessfully set the Buyer a reasonable deadline for payment in advance, or if such deadline is unsuccessful in accordance with the statutory regulations.

IV. Retention of title

1. We reserve the ownership of the sold goods until the full payment of all of our current and future claims resulting from the purchase contract and a current business relationship (secured claims).

2. The goods subject to reservation of title may neither be pledged to third parties, nor assigned as collateral prior to the full payment of the secured claims. The Buyer shall notify us immediately in writing and if insofar as third parties access goods belonging to us.

3. In the case of contract on the part of the Buyer that is in breach of the contract, in particular in the case of non-payment of the due purchase price, we shall be entitled to terminate the contract according to the statutory regulations and to request that the goods be handed over owing to reservation of title. If the Buyer does not pay the due purchase price, we may, however, only reserve the right to cancel if we have unsuccessfully set the Buyer a reasonable deadline for payment in advance, or if such deadline is unsuccessful in accordance with the statutory regulations.

4. The Buyer is authorised to sell and/or process the goods under retention of ownership during the course of proper business. In this case the following provisions shall additionally apply:
   a. The retention of title extends to products arising from the processing, mixing or connection of our goods, at their full value, whereby we shall be deemed the manufacturer. If the ownership rights of third parties remain in existence in the event of processing, mixing or combination with our goods, they shall acquire co-ownership in relation to the invoice value of the processed, mixed or connected goods. Incidentally, the Buyer shall inform the third part of the production of the goods delivered under reservation of title.
   b. The Buyer hereby assigns to us by way of security all claims against third parties resulting from the resale of the goods or product in total or in the amount of our possible co-ownership share, in accordance with the aforementioned paragraph. We shall accept the assignment. The Buyer's obligations stipulated under Section IV.2 also apply in view of the assigned claims.
   c. The Buyer shall remain authorised to collect the claim, alongside us. We undertake not to collect the claim provided the Buyer meets his payment obligations, does not fall into arrears, provides that no request for the institution of bankruptcy proceedings is filed, and there exists no other deficiency in his performance capability. However, if this is the case, we can request that the Buyer inform us of the assigned claims and then debits, provides all information necessary for the collection, hand over the relevant documents and inform the debtors (third parties) of the assignment.
   d. Should the realizable value of the securities exceed our claims by more than 10%, we shall release securities at our discretion at the request of the Buyer.

V. Delivery, transfer of risk, acceptance

1. The delivery shall be carried out ex-warehouse, where the place of performance is also located. At the Buyer's request and expense, the goods can be sent to another point of destination (consignment purchase). Unless otherwise agreed, we are entitled to determine the type of consignment (in particular the transport cost, route, packaging) ourselves.

2. The risk of accidental loss and accidental deterioration of the goods shall be transferred to the Buyer no later than upon handover to the Buyer. However, in the case of a consignment purchase, the risk of accidental loss and accidental deterioration of the goods and the risk of delay shall be transferred upon delivery of the goods to the forwarding agent, carrier or other person or organisation entrusted with the delivery. If an acceptance procedure has been agreed on, this shall be authoritative for the transfer of risk. The statutory provisions of the law on contracts for services shall also apply to an agreed acceptance procedure. In other respects, the Buyer is in default with the acceptance, this shall be deemed equivalent to handover or acceptance.

VI. Deadline for deliveries or services; default of acceptance

1. With regard to the deadline for deliveries or services, the reciprocal written declarations shall be decisive at the request of the Buyer.

2. Insofar as we cannot meet binding delivery deadlines for reasons for which we are not responsible (force majeure, non-availability of the service) we shall inform the Buyer immediately and shall at the same time inform him of the expected new delivery deadline. If the service is not available within the new delivery deadline we shall be entitled to terminate the contract in full or in part; we will reimburse any counter-performance already provided by the Buyer immediately. In this context, instances, last-minute self-delivery by our suppliers if we have concluded a congruent hedging transaction, if neither we nor our suppliers are responsible or if we are not responsible for procurement in the individual case.

3. Adherence to a binding delivery deadline shall require the timely receipt of all documents, necessary authorizations, approvals, the receipt of claims and approval of plans, compliance with the agreed payment conditions and other obligations and the fulfillment of all structural requirements. Should these conditions not be fulfilled by the Buyer within the agreed delivery deadline, the delivery deadline shall be extended by an adequate period of time. Should, following order confirmation or acceptance, the Buyer wish to make changes to the order that influence the production time of the product, then our consent to this change request requires an appropriate adjustment of the delivery deadline.
4. If the originally agreed delivery deadline is pushed back at the Buyer's request, we can charge an advancement interest at the rate of the amount of the Buyer's interest accrued as of the beginning of the delivery postponement. If the Buyer falls into default of acceptance, fails to comply with or defaults on any of the delivery obligations (e.g. due to impossibility or unreasonableness of performance and/or subsequent performance) then we can terminate the contract.

5. Claims for defects brought by the Buyer shall require that he has properly fulfilled its obligations (e.g. due to impossibility or unreasonableness of performance and/or subsequent performance) or that we were not originally obliged to perform installation.

6. The Buyer is obligated to immediately issue the assembly staff with a written certification regarding the completion of the installation or assembly.

7. We are entitled to make the owed subsequent performance dependent on whether the Buyer has paid the due purchase price.

8. The Buyer is entitled to request reimbursement for any costs incurred from the Buyer.

9. The liability limitations resulting from Section IX do not apply if we fraudulently conceal a fault or if we have issued a warranty concerning the quality of the goods. The same applies for claims brought by the Buyer pursuant to the German Product Liability Act.

X. Limitation period

1. In deviation from § 438 Para. 1 No. 3 BGB the period of limitation for claims resulting from defects in goods or title shall be one year from delivery. If an acceptance procedure has been agreed on, the period of limitation shall commence upon acceptance.

2. However, if the goods are a building or an object that has been used as a building in accordance with its normal use, having thus caused its defectiveness (construction material), according to the statutory regulations the period of limitation is 5 years from delivery (§ 438 Para. 1 No. 2 BGB), Special statutory regulations concerning in rem cases, such as third parties (§ 438 Para. 1 No. 1 BGB), in the case of malice on the part of the Seller (§ 438 Para. 3 BGB) and for supplier's claims of recourse in the case of final delivery to a consumer (§ 479 BGB) shall remain unaffected.

3. The above-mentioned limitation period shall also apply to the Buyer's contractual and non-contractual claims against us, unless the application of the standard legal limitation period (§§ 195, 199 BGB) would result in a shorter limitation period in the individual case. The limitation periods of the German Product Liability Act shall in any case remain unaffected. Otherwise any claims for damages brought by the Buyer under Section IX shall be governed exclusively by the statutory provisions.

XI. Return of goods

The return of goods by the Buyer that does not take place on account of statutory regulations requires prior agreement with us. We reserve the right to charge processing costs in the amount of 30% of the value of the returned goods.

XII. Applicable law and jurisdiction

1. For these GTS and all legal relations between us and the Buyer, the law of the Federal Republic of Germany shall apply, with the exclusion of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods. The provisions for and the effects of retention of title in accordance with Section IV shall be governed by the law in force at the respective place where the goods are stored if, under that law, the choice of German law should be inadmissible or invalid.

2. If the Buyer is a merchant (Kaufmann) as defined in the German Commercial Code (Handelsgesetzbuch), a legal entity under public law or a special body or fund under public law, the exclusive- including international - place of jurisdiction for legal disputes arising either directly or indirectly from the contractual relationship shall be our place of company.

Valid as of: July 2015