

General Terms and Conditions of concept-s Ladenbau & Objektdesign GmbH („concept-s“)

I. Validity

For the contractual relationship between concept-s and the customer, these General Terms and Conditions shall exclusively apply. Contradictory or deviating General Terms and Conditions of the customer shall not be acknowledged, unless concept-s has explicitly agreed to their validity. General Terms and Conditions of the customer shall also not be regarded as valid, if concept-s should perform the service without reservation, in awareness of conditions of the customer, which contradict or deviate from its General Terms and Conditions. These General Terms and Conditions shall exclusively apply with respect to merchants within the meaning of Article 14 BGB (German Civil Code). If individual provisions of these General Terms and Conditions should be or become invalid, this shall not affect the validity of the remaining provisions.

II. Offer/Contract Conclusion/Additional Services

The customer's order is a binding offer, which concept-s can accept by sending an order confirmation or by performing the service. Offers submitted by concept-s in advance shall be subject to confirmation. To the extent that concept-s should require counter-signing of the order confirmation on an exceptional basis, this shall only serve self-monitoring by the customer. Verbal declarations by representatives or other auxiliary persons shall require written confirmation by concept-s. Requests by the customer for amendments or additions, which represent a deviation from the agreed service content, shall be taken into consideration by concept-s, to the extent that this should be reasonable and the change can be carried out with justifiable effort. Furthermore, no obligation exists for concept-s to take requests for changes or additions into consideration. If concept-s should take the required changes or additions into consideration, the customer shall owe additional remuneration for this. To the extent that nothing different is agreed, this shall be determined in accordance with the bases underlying the price calculation for the contractual service and the special costs of the additional service.

III. Delivery and Transfer of Risk

Delivery dates stated by concept-s shall be non-binding, to the extent that they have not been explicitly identified as being binding. concept-s shall only enter into default, if a binding delivery date has been culpably exceeded or if the customer has unsuccessfully set an adequate grace period, in writing, of at least two weeks.

The performance obligation of concept-s is subject to timely and correct receipt of supplies. In the case of absence, incorrect or non-timely receipt of supplies, concept-s shall be entitled to withdraw from the contract.

Subsequent requests by the customer due to changes or additions to the contractual service content shall extend the agreed delivery time to an appropriate extent. If the customer should not provide services or information to be obtained by him in good time, the agreed performance period shall be extended accordingly. The same shall apply in cases of strikes or force majeure, for the duration of the delay.

The risk shall transfer to the customer, when the goods leave the place of business of concept-s (delivery ex factory), even if the transport is carried out on behalf of the customer of concept-s. Transport insurance shall only be concluded upon the explicit instruction of the customer and at his expense.

Transport damage shall immediately be notified to the freight forward, subject to Article 438, and also notified to concept-s. The acceptance of damaged or opened shipments must be refused or, make a reservation, if possible according to the transport conditions to be queried with the freight forwarder.

IV. Prices and Payment Terms

All prices are stated ex factory plus the valid statutory VAT on the date of invoice issuing and plus transport, shipping, packaging and transport insurance costs. Additional services shall be charged separately, to the extent that nothing different has been agreed. Discounts shall be individually granted by concept-s in each case and without commitment for subsequent orders.

If prices should have increased between contract conclusion and service provision, e.g. due to increased raw materials prices or fluctuations in exchange rates, the higher price shall apply. If this should lie 20% above the agreed price, the customer shall have the right to withdraw from the contract. The withdrawal must be declared immediately after notification of the increased price.

All invoices shall be immediately due for payment without a cash discount, to the extent that nothing different is agreed. Payments are to be made free of costs, to the business accounts of concept-s. concept-s shall not be obligated to accept cheques or promissory notes.

If a payment date is not agreed, the legal regulation shall apply for the occurrence of default.

The customer shall only be entitled to rights of set-off, if his counterclaims are legally established, uncontested or acknowledged by concept-s. A right of retention shall be excluded, unless the customer's counterclaim originates from the same contractual relationship and is uncontested, acknowledged or legally established.

In deviation to Article 195 BGB (German Civil Code) payment claims of concept-s shall expire in five years.

V. Duties of the Customer

If the delivery address cannot be reached by HGV and/or not during the usual business hours, or only under particularly difficulties, the customer shall be obligated to immediately notify concept-s regarding all special aspects to be taken into account with the delivery, e.g. location in a pedestrian zone, requirement for a lifting platform, limited business hours, etc. If additional costs or additional time and effort should be incurred due to the omitted or incomplete information, the customer shall owe additional remuneration. To the extent that nothing different is agreed, this shall be determined according to the price calculation for the contractual performance and the specific costs for the additional performance.

VI. Acceptance/Cancellation of Contracts for Work and Labour

If work performed by concept-s should mainly be in accordance with the contract, concept-s shall be entitled to demand the declaration of acceptance from the customer within an adequate time period. If the customer should not reject the request with justified reason, the acceptance shall be regarded as having been granted. The acceptance may not be refused due to insignificant defects. Acceptance shall also exist if the delivered goods or service has been utilised in production by the customer over a longer period of time, despite notice of defects. This shall also apply, if a formal acceptance procedure has been agreed.

If the customer should cancel a contract for labour and services without a reason for which concept-s is responsible, concept-s shall have the right to demand flat-rate remuneration/flat-rate compensation in the amount of 10% of the total price, if the customer or concept-s cannot prove a lower or higher remuneration.

VII. Reservation of Ownership

concept-s shall retain the ownership of the delivered goods until receipt of all payments arising from the business relationship with the customer, or, if the customer has an overdraft, until the acknowledged balance has been compensated. In the case of conduct by the customer that infringes the contract, particularly payment default, concept-s shall be entitled to take back the delivered goods, to the extent that the customer has not already applied for insolvency proceedings or insolvency proceedings have been initiated.

After taking back the delivered goods, concept-s shall be entitled to dispose of them. The proceeds from the disposal shall be applied to customer liabilities – less adequate disposal costs. The disposal regulations of InsO (Insolvency Code) shall remain unaffected. The customer shall be obligated to handle the goods with care, particularly insuring the items at his own expense against fire, water and theft losses, at the replacement value.

With seizures or other interventions by third parties, the customer must immediately notify concept-s in writing. The customer shall indemnify concept-s for the legal and out-of-court costs of a possible legal action pursuant to Article 770 ZPO (Code of Civil Procedure) (Third Party Proceedings).

The customer shall be entitled to the onward sale of the delivered item, during the proper course of business. He shall assign to concept-s all claims in the amount of the gross invoice from concept-s, which accrue to him against his buyers or third parties from the onward sale, regardless of whether the onward sale of the delivered item takes place before or after processing. The customer shall also remain entitled to collect this claim after the assignment. However, concept-s shall be entitled to collect the claim itself, if the customer no longer fulfils his payment obligations from the proceeds received, enters into payment default or a petition is filed or has been filed to initiate insolvency proceedings or if payments have been discontinued. In this case, concept-s shall be entitled to demand that the customer discloses the assigned claims and their debtors, provides all details required for collection, provides the associated documents and notifies the debtor of the assignment. However, collection of the claim by concept-s shall not be possible, if it should conflict with the Insolvency Code.

The processing or reshaping of the delivered goods by the customer shall always be carried out by the customer on behalf of concept-s. If the delivered goods should be processed together with items not belonging to concept-s, concept-s shall acquire the co-ownership of the new item, in the proportion of the value of the delivered item to the other processed items at the time of processing. Furthermore, the same shall apply to the item resulting from processing, as for delivered items that are subject to reservation of ownership.

VIII. Liability for Material Defects

The customer must immediately notify concept-s in writing of performance defects. The notification of defects shall be combined with a concrete, written description of defects. The customer shall furthermore provide concept-s with the necessary documents for supplementary performance, for inspection or disposal, upon request. If concept-s should require additional documents, the customer must also immediately provide these documents upon request.

Defect claims do not exist, if only insignificant deviations in properties and condition exist or only insignificant impairment of usability exists. All specification in the contract documents are only service specifications and not guarantees, to the extent that nothing different is agreed.

Article 377 HGB (German Commercial Code) shall remain unaffected. The assertion of defect claims by the commercial customer requires that he has properly fulfilled his investigation and complaint obligations pursuant to Article 377 HGB (German Commercial Code). Obvious defects must, in any case, be reported in writing, within 8 business days after receiving the goods, otherwise claims in respect of these defects shall lapse.

At its option, concept-s shall be entitled to carry out supplementary performance by means of rectification or replacement delivery.

If it should emerge that a defect reported by the customer should not actually exist, or if concept-s should prove that the defect is not due to a material defect in its performance, concept-s shall be entitled to demand compensation for the costs incurred for supplementary performance.

If defects should not be eliminated by concept-s within the appropriate period for the respective defect, the customer shall be entitled to set an adequate grace period with the declaration that he rejects the supplementary performance after the expiry of this period. The precondition is that the customer has provided concept-s with opportunity for rectification of the defect at least twice, without success.

After the expiry of the grace period without a result, at the customer's option, he shall be entitled to rectify the defects himself, at the expense of concept-s, demand reduction of the remuneration (reduction), with significant defects, withdraw from the contract in respect of the performance affected and with culpability by concept-s, demand compensation or replacement of his futile expenses.

Defect claims against concept-s shall be excluded in the case of improper use, natural wear and tear, or with losses incurred due to specific external influences, which are not a precondition pursuant to the contract, e.g. for exterior use. Defect claims shall also be excluded with faulty self-installation by the customer, as well as subsequent change (particularly through interventions in the electrical installation) or rectification of the goods or service by the customer or third parties. The customer shall be entitled to prove that the defect was not due to the exclusion reasons.

The limitation period for material defect claims shall amount to one year, unless concept-s has deliberately or grossly negligently caused or concealed the material defect.

IX. Liability

The liability of concept-s for infringements of contractual obligations, as well as for offences shall be limited to deliberate acts and gross negligence. This shall not apply to injury to life, limb or health, claims arising due to the infringement of material contractual obligations and compensation for default losses, as well as guarantees assumed. In this respect, concept-s shall be held liable for every degree of culpability; with the infringement of material contractual obligations and default losses, the liability shall be limited to typical contractual and foreseeable losses. Contractual obligations are regarded as material, if their fulfilment characterises the contract and the customer may rely upon them. The above mentioned liability limitations shall also apply to slightly negligent infringement of obligations by vicarious agents of concept-s.

All compensation claims shall expire one year after creation of the claim. This shall not apply to deliberate acts, gross negligence, fraudulent concealment of a defect or a guarantee, as well as to injury to life, limb or health. In this case, compensation claims shall expire within the legal limitation period.

Claims under product liability law shall remain unaffected by the above provisions.

X. Place of Performance, Legal Jurisdiction and Application of Law

For all legal relationships between concept-s and the customer, German law shall exclusively apply, under exclusion of the UN Convention on the International Sale of Goods. To the extent that nothing different is agreed, the place of performance and payment shall be the registered office of concept-s.

The exclusive legal jurisdiction for contracts with merchants, legal entities under public law and special public sector funds shall be the court of law responsible for the registered office of concept-s. At its option, concept-s shall also be entitled to file action at the domicile of the customer.

As of January 2008