

Section 1 Applicability of the General Terms and Conditions of Sale (GTC); Defense clause; Registration to our webshop

1.1 The General Terms and Conditions of Sale apply to all business relations with our customers. However, they only apply if the customer is an entrepreneur within the meaning of § 14 BGB (German Civil Code), a legal entity under public law or a special asset under public law.

1.2 Our General Terms and Conditions apply exclusively. This means that we do not recognise the customer's terms and conditions that conflict with, deviate from or supplement our GTC in any other way - unless we expressly agree to these customer's terms and conditions in writing. This shall also apply if we are familiar with the customer's terms and conditions and accept his orders without reservation, render our services or indirectly/directly refer to letters containing the customer's terms and conditions or the terms and conditions of third parties.

1.3 To be able to use our web shop (current Internet address: <http://www.kramp.com/shop-de/de/m/13>) and order products via the web shop, the customer needs to previously register. We reserve the right to register exclusively the persons and special assets mentioned in sec. 1.1 if they have their registered office within Germany. Registration enquiries can be directed to us at www.kramp.com >> Contact. There is no guarantee of registration or continuation of registration. We reserve the right to reject registration requests (expressly or implicitly). The customer agrees to these general sales conditions by way of filing the registration request.

1.4 Our General Terms and Conditions shall also apply to all future deliveries and offers for the same customer without further reference to them. We will inform the customer immediately of any changes.

Section 2 Conclusion and content of the contract; written form; conclusion of the contract in electronic business transactions (webshop); reservation of rights; confidentiality

2.1 Our offers are subject to confirmation and non-binding unless they are expressly marked as binding. This applies accordingly to our webshop.

2.2 The order placed by the customer shall (also in our webshop) be deemed a legally binding offer for the conclusion of a contract. We retain the right to accept this contractual offer within 10 working days (i.e. Monday to Friday, irrespective of public holidays) from receipt.

2.3 If, at the time of the customer's order, ordered products are not in stock or otherwise unavailable for direct delivery, but have yet to be procured by us, we will send a notification of the expected delivery date upon receipt of the customer's order. This notification does not constitute an acceptance of the order. It may be combined with the confirmation of receipt of the order (paragraph 4).

2.4 Our acceptance of the order shall only be effected by written order confirmation or by dispatch of the goods. Our confirmation of receipt of the order in itself does not constitute an order confirmation, but serves only as information. The content of the order confirmation governs the content of the contract. Legally relevant declarations and notifications which the customer makes to us after conclusion of the contract (e.g. setting deadlines, reminders, notifications of defects) must be made in writing in order to be effective.

2.5 Written form shall also be deemed to have been complied with by a fax or an e-mail.

2.6 In our webshop, the following steps are necessary to conclude a contract.

a) By selecting the appropriate button, the customer can place products in the "shopping cart" and indicate the desired quantity of the goods. If the customer clicks on the corresponding button, he can view his shopping cart at any time without obligation, change the desired quantity and delete individual products from the shopping cart by clicking on the "Remove" button. If the customer would like to order the goods, he can continue the order by clicking the button "Go to checkout" in the displayed shopping cart. The customer then enters the necessary data (e.g. delivery address and desired shipping method). With the button "Continue", the customer moves to the next input step and finally to the order overview. In the order overview, the customer can check his data again. Any input errors or change requests may be corrected via the button "Edit", via "Edit shopping cart" or via "Back" before placing the order. Before final placement the customer, the customer must accept the sales and delivery conditions. By clicking on the "Order bindingly" button, the buyer submits a legally binding offer to conclude a contract.

b) We confirm the receipt of the order immediately by sending a confirmation of receipt by e-mail. This e-mail does not yet represent a declaration of acceptance, but serves the customer as information. The provisions in paragraph (3) shall apply accordingly.

c) A purchase contract is only concluded through our written order confirmation. The provisions in paragraph (4) shall apply accordingly.

2.7 Illustrations, drawings, measurements, weights or other information relating to our products shall only be binding if this has been expressly agreed in writing. Deviations customary in the trade are permissible. Deviations based on legal regulations or representing technical improvements are also permitted. In addition, the replacement of equivalent alternative components is permissible if it does not impair the suitability of the

product for the contractually stipulated use. 2.8 The written contract including these GTC as an integral part of the contract contains all agreements made between us and the customer regarding the subject matter of the contract. Verbal agreements made before the conclusion of the written contract are not legally binding and shall be entirely replaced by the written contract unless they expressly state that they shall continue to be binding. 2.9 Individual (including any verbal) contractual agreements take precedence over these GTC. A written contract or our written confirmation is required to prove the content.

Section 3 Mandatory information on electronic business transactions (webshop) 3.1 The customer's contractual partner is Kramp GmbH, Siemensstr. 1, 96129 Strullendorf, Germany. 3.2 The individual technical steps that lead to the conclusion of a contract in the webshop as well as the possibilities to correct input errors are described in Section 2.6. 3.3 Upon any conclusion of a contract, we store the order information, but not these GTC. The customer can retrieve the stored order information in his user area in the web shop under "Order History" for a period of 12 months after he has sent his order (see Section 2.6 lit. a)). 3.4 Conclusions of contracts via the webshop and according to these GTC shall be made exclusively in English. The customer may expressly and in written form choose to conclude the contract in German. In this case, the English version of these GTC shall apply.

Section 4 Delivery, sale by delivery to destination, passing of risk; default of acceptance, acts of participation 4.1 We deliver from our central warehouse. Unless expressly agreed otherwise, we shall ship the goods at our expense and risk to another destination (sale by delivery). We shall be entitled to determine ourselves how and in what manner the goods are to be dispatched, e. g. in the choice of carrier, dispatch route or suitable packaging. 4.2 The risk of accidental perishing (e.g. loss) and accidental deterioration (e.g. damage) of the goods shall pass to the customer at the latest upon delivery. In the case of sale by delivery to destination, the risk of accidental loss and accidental deterioration of the goods as well as the risk of deferral (e.g. delayed delivery) shall pass to the customer upon handover of the goods to the freight forwarder, carrier or other person designated to carry out the shipment. If acceptance has been agreed upon, said acceptance shall also constitute the transfer of risk. In all other respects, the statutory provisions of the law on contracts for work and services (§§ 631ff BGB) shall also apply to an agreed acceptance. Our delivery obligation shall be considered complied with even if the customer refuses acceptance or is unable to accept delivery. 4.3 If delivery is delayed by the customer, if the customer does not comply with his obligation to participate or if our delivery or service is delayed for other reasons for which the customer is responsible, we shall be entitled to claim compensation for the resulting damage including all additional expenses (e.g. for resulting storage costs).

Section 5 Prices, invoicing and payment, retention of goods; exclusion of set-off and retention rights 5.1 Unless otherwise agreed upon, our net prices applicable at the time of conclusion of the contract shall apply plus statutory value-added tax. Insurance, transport and packaging costs or other costs as well as customs duties and other public charges shall be borne by the customer. 5.2 Insofar as the agreed prices are our list prices and our delivery is to take place more than six (6) weeks after conclusion of the contract, we shall be entitled to charge the current list price at the time of delivery. Any agreed percentage or amount discounts will be deducted unchanged from this price. 5.3 Our invoices must be paid in full within 30 calendar days of the invoice date stated in the invoice, unless expressly agreed otherwise. The customer agrees to a wholly electronic invoicing. The amount must be transferred in full to our account, unless expressly agreed otherwise. The date of receipt of payment to the account shall determine compliance with the deadline. 5.4 If a cash discount deduction has been agreed, this can only be claimed if all other claims from deliveries of goods to the customer have been settled by the time of receipt of payment at the latest. If this is not the case, the retained cash discount deduction must be paid immediately. 5.5 Upon expiry of the payment period, the customer shall automatically be in default without additional request. The purchase price shall bear interest during the period of default at the applicable statutory default interest rate. Further damages caused by default shall also be charged to the customer. Our claim against merchants for commercial interest on arrears (§ 353 HGB) remains unaffected. 5.6 The customer can only assert his right of retention if a counterclaim is undisputed, ready for decision or legally established. Section 9.8 remains unaffected by this. 5.7 We are entitled to refuse our services within a contractual relationship if it becomes apparent after conclusion of the

contract that our payment claim from the contractual relationship is at risk due to the customer's lack of ability to pay (§ 321 para. 1 BGB). Our right to refuse performance shall cease to apply if payment is effected or security is provided for it. We are entitled to set a reasonable deadline for the customer for this. Within this period, the customer may pay for the service rendered by us or provide security for it. If this period expires fruitlessly, we have the right to withdraw from the contract. The statutory provisions on the dispensability of setting a deadline shall remain unaffected. In the case of contracts for the manufacture of irreplaceable items (e.g. custom-made items), we may immediately withdraw from the contract.

Section 6 Delivery Deadlines; Reservations for Force Majeure, Self-supply; Partial Deliveries

6.1 Delivery times/deadlines promised by us are only approximate, unless they have been expressly confirmed or agreed.

6.2 A delivery period shall commence on the date of our order confirmation. Delivery times/dates shall be deemed to have been met if the goods have been delivered to the customer by the time they expire.

6.3 If we can foresee that delivery times/dates cannot be met, we will inform the customer immediately and inform him of the expected new delivery date.

6.4 We shall not be liable for the impossibility or delay of our services insofar as these circumstances are attributable to force majeure or other events not foreseeable at the time of conclusion of the contract and we are responsible for them (e.g. operational disruptions of all kinds, fire, natural disasters, weather, flooding, war, insurrection, terrorism, delays in transport, strikes, lawful lockouts, shortage of labour, energy or raw materials, delays in the granting of any necessary official permits, official/statutory acts). This also includes the non-delivery, incorrect or untimely delivery in terms of quantity or quality by our upstream suppliers if we are not responsible for this and had concluded a congruent covering transaction with the upstream supplier at the time the contract was concluded with the customer. This shall also apply if we conclude the covering transaction immediately after the transaction with the customer.

6.5 In the event of events within the meaning of Section 6.4, the delivery periods shall be automatically extended by the time of the event plus a reasonable start-up time. We are entitled to withdraw from the contract if the goods cannot be delivered on the expected new delivery date (Section 6.3). The customer is entitled to withdraw from the contract if the new delivery date is more than one month after the original delivery date. Claims for damages are excluded in each case.

6.6 Delivery deadlines shall automatically be extended to a reasonable extent if the customer fails to comply with his contractual obligations or duties.

6.7 We are entitled to making partial deliveries if (a) a partial delivery can be used by the customer within the scope of the contractual purpose, (b) the provision of the remaining services is ensured, (c) the customer does not incur any significant additional expense as a result of the partial performance.

6.8 Our statutory rights, in particular the exclusion of our obligation to perform (e.g. due to the impossibility or unreasonability of performance and/or subsequent performance) and due to default of acceptance or payment by the customer, shall remain unaffected.

6.9 If we are in default with a service or if it becomes impossible for us, our liability shall be limited as specified in Section 10.

Section 7 Acceptance of ordered goods by the customer (presence of a receiving person or existence of an unloading area/depot)

If, upon delivery of the ordered goods to the Customer, no representative of the Customer is present to receive the goods, and if there is no identifiable, accessible, secure and lockable unloading area/depot at the delivery address, the driver's (carrier's) confirmation shall suffice as proof that the goods have been delivered in proper condition.

Section 8 Retention of title; ownership of packaging material etc.

8.1 We deliver solely under retention of title. The retention of title agreed here serves in each case to secure our claims against the customer from the respective contractual relationship as well as any balance claims from our current account existing at the time of the conclusion of the contract (secured claims).

8.2 The goods delivered by us to the customer shall remain our property until all secured claims have been paid in full. These goods and the items which take their place in accordance with the following provisions and which are also subject to retention of title shall hereinafter be referred to as "reserved goods".

8.3 The customer shall store the reserved goods for us free of charge. He must treat them with care and adequately insure them at his own expense against loss and damage and at replacement value. If maintenance, servicing or inspection work becomes necessary (this does not include subsequent actions to be performed by us by contract), the customer must carry it out in good time at his own expense.

8.4 The customer is not entitled to pledge the reserved goods or to assign them as security. In the

event of seizure of the reserved goods by third parties or other access by third parties, the customer must clearly indicate our ownership and inform us immediately in writing so that we can pursue our ownership rights. Insofar as the third party is unable to reimburse the court or out-of-court costs incurred by us in this connection, the customer shall be liable to us for such costs. 8.5 The customer shall be entitled to use, process, transform, combine, mix and/or sell the reserved goods in the ordinary course of business until the event of recovery (Section 8.10) has occurred. 8.6 If the reserved goods are processed or transformed by the customer (§ 950 BGB), this must always be done in our name and for our account. In addition, we shall directly acquire ownership of the processed/transformed item. If several owners process or transform the reserved goods from materials and if the value of the newly created item is higher than the value of the reserved goods, we shall acquire co-ownership of the newly created item in the ratio of the value of the reserved goods (gross invoice value) to the value of this newly created item. In the event that for any reason no acquisition of ownership or co-ownership should occur with us, the customer hereby assigns to us his future ownership or (in the aforementioned proportion) co-ownership of the newly created item as security; we hereby accept this assignment. If the reserved goods are combined with other goods not belonging to us within the meaning of § 947 BGB or mixed or blended within the meaning of § 948 BGB, we shall acquire co-ownership of the newly created goods in the ratio of the value of the reserved goods (gross invoice value) to the value of the combined, blended or blended goods at the time of the combination, blending or blending. If the reserved goods are to be regarded as the main item, we shall acquire sole ownership thereof (§ 947 para. 2 BGB). If one of the other items is to be regarded as the main item, the customer, if he owns the main item, hereby assigns to us the proportionate co-ownership of the item. We hereby accept this transfer. The customer shall keep our sole ownership or co-ownership of an item created in accordance with the aforementioned provisions in safe custody for us free of charge. 8.7 The customer hereby assigns to us the customer's claims for payment to his customers arising from the resale of the reserved goods. This shall also apply to the customer's claims against his customers or third parties in respect of the reserved goods arising from any other legal grounds (in particular claims arising from tortious acts and claims to insurance benefits), including all current account balance claims. In this case, the customer hereby assigns to us as security (in the case of co-ownership by us of the reserved goods pro rata in accordance with our co-ownership share) his claims to remuneration. We hereby accept these assignments. 8.8 We hereby revocably authorise the customer to collect the aforementioned claims assigned to us for us in his own name. Our right to collect these claims ourselves shall not be affected thereby. We shall not collect the claims ourselves or revoke the direct debit authorisation as long as the customer duly fulfils his payment obligations towards us (no default of payment), as long as no application for the opening of insolvency proceedings has been filed over the customer's assets and as long as the customer is not unable to pay (§ 321 para. 1 sentence 1 BGB). If one of the cases mentioned occurs, we may demand that the customer names the assigned claims and the respective debtors, informs the respective debtors of the assignment (which we may also do ourselves at our discretion) and hands over to us all documents or provides all information that we require to assert the claims. Section 8.4 shall apply accordingly to the assigned claims. 8.9 At the customer's request, we shall be obliged to release the reserved goods and the items and claims replacing them if their estimated value exceeds the amount of the secured claims by more than 50%. The choice of the items to be released is at our discretion. 8.10 If the customer acts contrary to the terms of the contract - in particular because of default in payment - we may withdraw from the contract in accordance with the statutory provisions (event of recovery). In this case we are entitled to demand the reserved goods from the customer. Such a demand shall also act as a declaration of withdrawal from the contract. The customer shall bear the transport costs incurred for taking back the goods. Any seizure of the reserved goods shall also be considered a declaration of withdrawal. 8.11 We use returnable boxes with our company logo for transport. These boxes remain our property if they have not been expressly sold to the customer. He must return them to us as soon as possible, at the latest one month after the box has been handed over to him.

Section 9 Liability for defects 9.1 The statutory provisions shall apply to the customer's rights in the event of material defects and defects of title (including incorrect and short deliveries, faulty assembly or instructions), unless otherwise provided or supplemented in these GTC. In any case, the special statutory provisions for cases of final delivery of the goods to a consumer (supplier recourse pursuant to §§ 478, 479 BGB) shall remain unaffected. 9.2 Except in cases of Section 10.1 lit. a to f, we do not assume any liability for material

defects in the event of any agreed delivery of used products. Furthermore, liability is voided if the customer has modified the goods or had them modified without our consent and any subsequent rectification is thereby rendered impossible or unreasonably difficult. In any case, the customer has to bear any additional cost of the rework that results from the change. 9.3 Unless expressly agreed otherwise, (a) our products and services shall comply exclusively with the statutory requirements applicable in Germany. Only the customer (b) is responsible for the integration of the products into his existing technical, structural and organisational conditions (system integration responsibility of the customer). 9.4 If the goods have been delivered to the customer or to the person designated by him, he shall be obliged to inspect the goods immediately and to report any defects immediately. §§ 377, 381 HGB (German Commercial Code) and the provisions in this Section shall apply. To count as immediate, the notice of defects has to be submitted at the latest within ten (10) working days after delivery of the goods to the customer or - if the defect was not recognizable during the inspection (§ 377 Para. 2 and 3 HGB) - at the latest within seven (7) working days after discovery of the defect. If the customer was able during normal use of the goods to recognize this latter defect (hidden defect) at an earlier time than the time of discovery, this earlier time shall be mark the beginning of the notification period. If the customer fails to properly inspect the goods and/or make a notice of a defect, any warranty obligation and other liability for the defect in question shall be void. At our request, the goods complained of shall first be returned immediately at the customer's expense. If the complaint is justified, we shall reimburse the customer for the costs of the cheapest shipping route. This shall not apply if the costs increase because the goods are located at a place other than the place of intended use. Section 9.5 remains unaffected. 9.5 The customer must give us the necessary time and opportunity to examine complaints and other objections as well as to subsequent improvement owed. To this end, he shall make the goods concerned available to us for the purposes stated or - in the case of their fixed installation or immovability - provide access to them. Section 9.4 remains unaffected. 9.6 If a defect actually exists, we shall bear the expenses such as transport, travel, labour and material costs which are necessary for the inspection or subsequent improvement. Subsequent improvement does not include the removal of the defective item or the reinstallation of the defect-free item if we were not originally obliged to install it. If it turns out that a customer's claim of defects is unjustified, we can demand that he reimburse us for the resulting cost. 9.7 If the delivered item is defective, we shall be entitled and obliged, at our discretion within a reasonable period of time, to remedy the defect - either by remedying the defect (rectification of defects) or by delivering a defect-free item (replacement delivery). In the event of a replacement delivery, the customer must return the item to be replaced to us in accordance with the statutory provisions. 9.8 We are entitled to make the subsequent improvement owed by us conditional on whether the customer pays the purchase price due or, if applicable, the instalment currently due. However, the customer shall be entitled to withhold a reasonable part of the payment due in each case in proportion to the defect. 9.9 If subsequent improvement is impossible or has failed, or if a reasonable period to be set by the customer for subsequent improvement has expired unsuccessfully or is dispensable according to the statutory provisions, the customer may either withdraw from the purchase contract or reduce the purchase price. In the case of an insignificant defect, however, there is no right of withdrawal. 9.10 If there is a breach of duty on our part for which we are responsible and which is not due to a defect in the goods, the customer may only withdraw from or terminate the contract; otherwise the statutory provisions shall apply. A free right of termination of the customer, in particular according to §§ 651, 649 BGB, is excluded. 9.11 Claims for damages shall only be granted in accordance with the following Section 10.

Section 10 Liability for damages 10.1 Our liability for damages - for whatever legal reason - is excluded, in particular for damages instead of or in addition to performance, due to culpa in contrahendo, impossibility, delay, defects, tort and for other direct or indirect damages. This shall not apply to the following cases: a) we have fraudulently concealed a defect; b) we have assumed a guarantee for the quality of the goods or a procurement risk; c) damage due to injury to life, body or health is caused which is based on an intentional or negligent breach of duty by us or by one of our legal representatives or vicarious agents; d) any other damage occurs as a result of an intentional or grossly negligent breach of duty by us or one of our legal representatives or vicarious agents; e) damage results from the negligent breach of essential contractual obligations which does not already fall under lit. a) to lit. d) or lit. f). The essential contractual obligations include the obligations that must be fulfilled in order for the contract to be properly performed. The customer may regularly rely on compliance with the essential contractual obligations. In this case, however, our

liability shall be limited to the amount of damage typical for the contract and foreseeable at the time of conclusion of the contract; f) We are subject to mandatory statutory liability, in particular liability in accordance with the German Product Liability Act ("Produkthaftungsgesetz"). 10.2 Insofar as our liability is excluded or limited in accordance with the above provisions, this shall also apply to the personal liability of our executive bodies, legal representatives, employees, staff and vicarious agents.

Section 11 Statute of limitations 11.1 The limitation period for (also non-contractual) claims based on material defects and defects of title shall be one (1) year from delivery; however, this shall not apply to the cases specified in Section 10.1 lit. a to lit. f in which the relevant statutory limitation period shall apply. In the cases referred to in Section 10.1 lit. e, however, this shall only apply if the negligent breach of essential contractual obligations does not consist of a material defect or defect of title. If it consists in such a defect, the general one-year limitation period specified above remains in place. If an acceptance has been agreed, the limitation period begins with the acceptance. 11.2 The statutory provisions for claims in rem for restitution by third parties (§ 438 Para. 1 No. 1 BGB), for our fraudulent concealment of a defect (§ 438 Para. 3 BGB) and for claims in supplier recourse in the case of final delivery to a consumer (§ 479 BGB) shall remain unaffected.

Section 12 Right of Revocation, Returns The customer can only use his right of Revocation if such right has been expressly allowed by Kramp and only if all conditions for a return have been fulfilled. Any returns not agreed upon shall be made by the customer entirely at his own expense and risk. We reserve the right to refuse the acceptance of non-agreed returns. In the case of admissible returns, our specifications for the execution of returns which must be followed by the customer shall apply.

Section 13 Special right of withdrawal in the event of suspension of payments etc. In the following cases we have a special right to withdraw from the contract: (a) The customer ceases payments to his creditors; (b) he himself applies for the opening of insolvency proceedings over his assets; (c) we or another creditor permissibly apply for such proceedings; (d) provisional insolvency proceedings are opened; (e) insolvency proceedings are finally opened; or (f) the application is rejected for lack of assets.

Section 14 Obligation to provide information in the case of product safety measures If product safety measures take place at or against the customer in connection with our products (e.g. official market surveillance measures such as the ordering of a withdrawal or a recall) or if the customer intends to take his own such measures, he shall inform us immediately in writing.

Section 15 Place of performance The place of performance for our deliveries shall be our registered office in Strullendorf.

Section 16 Choice of law and place of jurisdiction 16.1 The business relations between us and the customer are subject exclusively to the law of the Federal Republic of Germany. The UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply. 16.2 If the customer is a merchant, a legal entity under public law or a special asset under public law or if he has no general place of jurisdiction in the Federal Republic of Germany, our registered office in Strullendorf shall be the exclusive (also international) place of jurisdiction for every contractual relationship between us and the customer. This also applies to all legal disputes arising from the contractual relationship. However, we shall also be entitled to sue the customer at his registered office or at the place of performance (Section 15). Mandatory statutory provisions on exclusive places of jurisdiction shall remain unaffected.

Section 17 Severability clause Should provisions of a contract between us and the customer (including these GTC) be or become void or ineffective in whole or in part, the effectiveness of the remaining provisions shall not be affected thereby. Insofar as provisions have not become part of the contract or are ineffective, the content of the contract shall primarily be governed by the statutory provisions (§ 306 Para. 2 BGB). Only in

all other respects and to the extent that no supplementary interpretation of the contract has priority or is possible, shall the parties replace the invalid or void provision by a valid provision which comes as close as possible to it in economic terms.