

## General Terms and Conditions of Business and Payment of EuroQ GmbH, Emden (Germany)

### 1. Scope of validity and divergent general terms and conditions of business

- 1.1 These General Terms and Conditions of Business and Payment (AGB) apply for all performance obligations assumed contractually by EuroQ GmbH.
- 1.2 Offers and services of EuroQ GmbH are exclusively on the basis of these General Terms and Conditions of Business and Payment. They shall also then apply for future business relations, if they are not expressly agreed again.
- 1.3 Deviations from these General Terms and Conditions of Business and Payment shall only be effective if they are confirmed by EuroQ GmbH in writing. Divergent general terms and conditions of business and payment of contractual partners shall also not be a component of the contract if they exclude the incorporation of other general terms and conditions of business and payment and/or if these General Terms and Conditions of Business and Payment are not expressly contradicted.

### 2. Offers, conclusion of contract

- 2.1 All offers of EuroQ GmbH are made subject to alteration. Contracts only come into effect through the order confirmation of EuroQ GmbH or - if this has not occurred - on the basis of the delivery or service of EuroQ GmbH.
- 2.2 In the case of orders from contractual partners from other member states of the European Union, the customer shall declare with the order placement that the services are ordered for his company. Otherwise, he must exclude this in writing. The customer must communicate his VAT Registration Number to EuroQ GmbH upon placement of order. Once this VAT Registration Number has been communicated to EuroQ GmbH, it shall also apply for subsequent orders.
- 2.3 The ordering party is obliged to provide EuroQ GmbH unprompted with an internal order number of the ordering party which may be required for the processing or invoicing no later than with the order.

### 3. Payment terms

- 3.1 EuroQ GmbH shall issue an invoice for the services / partial services provided with a supplementary list concerning the work performed. EuroQ GmbH is entitled to issue weekly installment invoices.
- 3.2 All invoices of EuroQ GmbH must be paid within 14 days after the date of invoice without deduction. Upon expiry of this payment deadline, the customer shall be in payment arrears, without there being a need for an indication on the invoice or an admonition to this extent.
- 3.3 Any objections against invoices of EuroQ GmbH must be enforced in writing within 14 days after receipt of invoice, otherwise the invoices shall be deemed to be approved.
- 3.3 If the customer falls into arrears with his payment obligation, EuroQ GmbH is entitled after prior written announcement to the customer to withdraw further services until complete payment of outstanding claims.
- 3.4 If the contractual partner falls into payment arrears in respect to EuroQ GmbH, which are more than 15 % of the claims due to him, for more than seven days, EuroQ GmbH shall be entitled to claim all outstanding payments to him as immediately due, even if payment periods are agreed, which have not yet expired. Also if other payment modalities are agreed, EuroQ GmbH can in this case make further deliveries and services dependent on an advance payment being made or equivalent securities being provided.
- 3.5 Any form of cash discount is excluded.
- 3.6 All price offers made by EuroQ GmbH are net, i.e. not including the relevant applicable statutory value added tax.
- 3.7 Insofar as services of EuroQ GmbH occur in cases of legal transactions within the European Community without disclosure of the German value added tax, the ordering party is obliged to pay the value added tax independently in accordance with the national regulations or those under European law applicable to him. The ordering party is the sole taxpayer.

### 4. Acceptance

- 4.1 Services to be provided by EuroQ GmbH shall be deemed as accepted upon signature of hour lists (status reports) or test reports by the customer.
- 4.2 If hour lists (status reports) or test reports are not signed, the acceptance of the service by the ordering party must be declared thereupon by the ordering party within 14 days after receipt of the relevant report. If this declaration is not made and the ordering party does not lodge any objections, the service will be deemed to be accepted after 14 days have passed. EuroQ GmbH is obliged to draw the particular attention of the ordering party to the intended significance of his conduct at the start of the time period.

## 5. Exclusion of offsetting

Offsetting against claims of EuroQ GmbH is excluded, unless the counterclaim declared for offsetting is determined by the courts to be undisputed or legally effective.

## 6. Performance delays, warranty, preclusion periods, liability

6.1 EuroQ GmbH is obliged to provide the work services assumed by it in accordance with the contractual agreements. Delays in performance on account of force majeure and owing to events which not only temporarily prevent or render impossible a performance of service by EuroQ GmbH, such as strikes, lockouts or an order by the authorities, are not the fault of EuroQ GmbH even with agreed deadlines and schedules and do not justify an obligation to damage compensation.

6.2 EuroQ GmbH is to be notified of any warranty claims immediately. Obvious defects must receive complaint within two weeks from acceptance and defects not immediately obvious no later than within one year from the statutory commencement of limitation. If the notice of defects is not made within these preclusion periods, the warranty rights shall expire.

6.3 The warranty rights of the ordering party are primarily restricted to reworking, whereby EuroQ GmbH is to be given up to three reworking attempts, insofar as the contractual content does not exclude more than one reworking. EuroQ GmbH is entitled to the reworking right. In the case of refused, delayed or failed reworking, the ordering party shall still have the rights to reduction and withdrawal. Insofar as the parts or scopes, which were the object of the work performance by EuroQ GmbH and which are the object of the reworking, have already been provided and a reworking by EuroQ GmbH is hereby excluded, the reworking can only be carried out by an external company after written consent by EuroQ GmbH. At the same time, the scope and expense of the reworking must be clearly defined by the ordering party and the necessity of the reworking demonstrated. In all cases, only the ordering party is entitled to warranty claims and these are not transferable.

6.4 Any guarantee of condition or quality and or schedule commitment assumed by EuroQ GmbH shall require the written consent of EuroQ GmbH.

6.5 The liability of EuroQ GmbH for damage which it causes is excluded to the extent that this is not due to willful intent or gross negligence. The same applies for any liability on the part of EuroQ GmbH for its legal representatives or vicarious agents.

## 7. Duty to cooperate by the ordering party

7.1 The ordering party is obliged to provide the employees commissioned by EuroQ GmbH to perform the work services with all necessary support during their work at the business premises of the ordering party. This comprises the provision, correctness and completeness of all information, work documents and tools or resources, which are required for performance of the work services offered. He is also responsible for establishing contact to his specialist functions and for ensuring that necessary decisions of the ordering party are made on time.

7.2 The ordering party shall ensure that all collaborative services to be provided by him are performed on time, to the extent necessary and free of charge for EuroQ GmbH.

7.3 If the ordering party does not fulfill his duty to cooperate or does so inadequately, he must bear the resultant consequences, such as extra expense or delays.

## 8. Provision of services by third parties

EuroQ GmbH is entitled to have services to which it is committed performed by third parties. The third parties are thereby bound to the obligations which EuroQ GmbH has entered in respect to the ordering party.

## 9. Law of the Federal Republic of German, place of jurisdiction

9.1 The law of the Federal Republic of Germany shall apply exclusively for these General Terms and Conditions of Business and Payment as well as for all legal relations between EuroQ GmbH and the ordering parties.

9.2 Insofar as contracts with EuroQ GmbH are drafted in another language in addition to the German language, the German version of the contract shall be authoritative in all cases.

9.3 The District Court of Emden or the regional Court of Aurich is hereby agreed as the place of jurisdiction for all disputes arising direct or indirectly in association with the services to be provided by EuroQ GmbH or the claims to which EuroQ GmbH is entitled.

## 10. Safeguarding clause

Should a clause of these General Terms and Conditions of Business and Payment or other contracts entered into by EuroQ GmbH be or become ineffective, the remaining regulations shall remain effective.