



IPP GMBH

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Annex 3 General terms and conditions for all deliveries and services the IPP GmbH

I. general

1. All our deliveries and services (including future deliveries and services) shall be exclusively subject to the following terms and conditions. Any terms and conditions of the customer that are contrary to or deviate from our contractual terms and conditions are hereby expressly rejected. We do not recognise these unless we have expressly agreed to their validity in writing. The validity of the German Freight Forwarders' Standard Terms (GFFST) and Conditions and the General Terms and Conditions for Local Freight Traffic (GTCLFT) is excluded.

2. The customer's contractual terms and conditions as well as the GFFST and/or GTCLFT and all other general terms and conditions of business of the customer shall not become part of the contract, even if we do not expressly object to them again after receipt. This applies in particular to all types of follow-up contracts.

Our terms and conditions of business shall be deemed accepted by the customer at the latest upon receipt of the load carriers delivered by us to the customer.

3. Verbal agreements are only subject matter of the contract if they are confirmed by us in text form. The cancellation of this text form can also only be made in text form by mutual agreement. Our employees are not authorized to make verbal collateral agreements or give verbal promises that go beyond the content of the textual contract.

4. In case of contradictions to individual contractual agreements, these take precedence over the General Terms and Conditions.

5. Deviations in the business transaction do not justify the right of the customer to change these general terms and conditions.

II. Processing

1. The loading and unloading time must be kept reasonably short in accordance with the quantity of load carriers. According to § 412 II HGB, a maximum of 120 minutes is appropriate.

Longer loading and unloading times will be charged additionally at EUR 80.00 per hour, unless the customer proves that no damage has occurred at all or that the damage is considerably less than this flat rate.

2. If the customer withdraws from an order confirmed by us in writing with our consent prior to delivery of the load carriers, IPP is entitled to claim compensation for the costs incurred in preparing the order in the amount of 30% of the order value, unless the customer proves that no damage was incurred at all or that the damage is significantly lower than this flat rate.

3. We are not responsible for delays in delivery and performance due to unforeseeable and unavoidable events of force majeure which make delivery considerably more difficult or impossible. They entitle us to postpone the delivery or service for the duration of the hindrance plus a reasonable start-up time or to withdraw from the contract in whole or in part due to the part not yet fulfilled.

4. We reserve the right to choose the shipping route and the shipping method.

5. We are revocably entitled to check the quantity and condition of the load carriers on site by our own personnel, provided the customer has the corresponding rights of access.

6. If the customer is rated worse than "satisfactory" by a credit agency and/or if a credit limit assumed for the customer is reduced or cancelled by a credit insurance, we are entitled to make further deliveries dependent on the previous order of securities in our favour.

7. The parties undertake to treat the provisions of the contract and all information - including, in particular, information relating to forecasts, prices, discounts, compensation costs, sales statistics, markets, investment information, customers, personnel, technical and operational systems of the other party and the customers of the other party - as strictly confidential, to keep them secret, not to exploit or disclose them, unless the performance of the contract provides otherwise.

The obligation of confidentiality shall not apply if the information is already in public possession in the course of an exchange or becomes public possession after an exchange.

8. Should we be liable for loss or damage, this liability is always limited to direct property damage or personal injury. The liability never relates to operational losses or other consequential damages, including loss of income.

III. Quality, guarantee

Deviations from the agreed quality as well as other obvious defects are to be reported immediately in writing in the presence of the supplier. § Section 377 of the German Commercial Code (HGB) applies accordingly to all agreements between the customer and us.

IV. Liability

1. Claims of any kind of the customer with exceptions of those from the injury of life, body or health are excluded, unless the damage is not based on our grossly negligent breach of duty or an intentional or grossly negligent breach of duty by one of our legal representatives or our vicarious agents.

2. In all other respects, our liability shall be governed exclusively by the agreements made in the preceding sections. All claims not expressly conceded there shall be treated in accordance with the above clause (IV. 1.) of these conditions.

V. Prices and terms of payment

1. Our prices do not include the value added tax applicable in each case.

2. Unless otherwise agreed, all invoice amounts are due immediately without any deductions.

3. Cheques, bills of exchange, etc. are not considered as payment and are only accepted on account of performance.

VI. Ownership regime

1. The transfer of ownership of the load carriers to the customer or third parties is not part of the agreement.

The load carriers are and always remain our property. Neither the customer nor a third party is entitled to buy, sell, rent or encumber the load carriers without our express prior consent in writing.

The customer undertakes to inform third parties to whom the load carriers are transferred that we are the owners of the load carriers and supports us in asserting our ownership rights against these third parties.

2. All load carriers handed over to the customer or third parties were and are our property, we are at the same time the indirect owner with the customer as owner's agent within the meaning of § 868 BGB.

3. The customer is only entitled to pass on the load carriers in our possession under consideration of the contractual agreement concluded between him and us.

4. Pledging or transfer by way of security of the load carriers owned by us is not permitted. We are to be informed immediately of any attempted seizure, stating the pledgee.

5. The customer must insure the load carriers owned by IPP against the usual risks, such as fire, theft and water, to the customary extent. The customer hereby assigns to IPP his claims for compensation to which he is entitled from damage of the above-mentioned kind against insurance companies or other parties liable for compensation, in the amount of the invoice value of the goods. IPP accepts the assignment.

VII. Price increases

If the average market price of the load carriers provided increases by more than 10% during the period of provision, IPP is entitled to unilaterally increase its fees accordingly by notifying the customer with one month's notice to the beginning of the month specified in the notification. In this case, the customer shall have the right to extraordinary dismissal. It must be given within 2 weeks of receipt of the request for increase and takes effect at the end of the month in which it was given.

VIII. Ordinary and extraordinary termination

1. Ordinary termination shall be governed by the provisions of the individual contract.

2. For the period between termination and the end of the contract, the parties assume that the volume of the exchange of goods will remain at the level of the last 6 months. We guarantee this volume. It is the basis for the necessary dispositions for this period. In the case of a shorter contract period, this period shall be deemed to be decisive.

3. Each party is entitled to immediate extraordinary termination if, among other things:

a. the other party violates a contractual obligation, e.g. an obligation to pay, or does not fulfill it despite being due and a deadline set for remedial action has expired or the other party has been unsuccessfully warned or such a warning is unnecessary due to the special features of the individual case and/or

b. a significant deterioration in the financial circumstances of the other party has occurred or threatens to occur, thereby jeopardising the fulfilment of contractual claims of the party giving notice. In particular, a material deterioration shall be deemed to have occurred if a credit agency assesses the customer as having a worse than "satisfactory" credit rating and/or a credit insurance company reduces or cancels a credit limit assumed for the customer.

4. If the load carriers are not surrendered by the customer despite contractual agreement, the application of § 545 BGB, which then provides for a tacit extension of the rental relationship, is excluded.

IX. other

1. We are entitled to assign their claims to third parties for financial purposes.

2. The customer is only entitled to offsetting rights and rights of retention if his counterclaims are legally established or undisputed.

3. These terms and conditions of business and the entire legal relations, including those with customers who have their registered office outside Germany, shall be governed by German law with the exception of the UN Convention on Contracts for the International Sale of Goods (CISG - "Vienna Sales Convention"). This does not apply.

4. The place of performance for all payments, in particular for exchange and/or rental fees as well as for other services to be provided by the customer, is always the location of our commercial headquarters, currently Gevelsberg.

5. Insofar as the customer is a registered trader within the meaning of the German Commercial Code, a legal entity under public law or a public law special fund, the place of our commercial headquarters, currently Gevelsberg, is agreed as the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship.

6. The customer hereby affirms that he will only employ workers who are paid in accordance with the provisions of the Minimum Wage Act in its currently valid version.

7. The customer undertakes to indemnify us from all possible claims resulting from violations of the minimum wage law by the customer, by subcontractors or rental companies employed by him and their subcontractors.

X. Final provisions

Should a provision in these terms and conditions or a provision within the framework of other agreements be or become invalid, the validity of all other provisions or agreements shall not be affected. The invalid provision shall be replaced by another valid provision which comes as close as possible to what would have been agreed between the parties if they had known in advance that the invalid provision was invalid.

dated: 18.09.2019