

GENERAL TERMS AND CONDITIONS

CRUSE Spezialmaschinen GmbH, Gimmersdorfer Str. 76, 53343 Wachtberg-Villip, Germany

Tel. +49 228 933-975-0, Fax +49 228 933 975 – 29, Email: jb@crusescanner.com, Web: www.crusescanner.com,

CEO Jens Becker, District Court of Bonn, HRB 18301, VAT-ID-No. DE144463319

1. Validity of Conditions

1. All supplies, services, offers and quotations or other secondary services, shall be affected on the basis of the following general terms and conditions.
 2. All conditions will also apply to business transactions with non-commercial customers, unless contradicted by compulsory statutory provisions.
 3. The customer's own business conditions are not recognized by us except we have agreed in written form.
- The customer's GTC are also not recognized by us even if, in knowledge of them, we unconditionally execute the delivery without again expressly contradicting these.

2. Offer/Acceptance

1. Our offers shall be non-binding and subject to change unless the offer contains provisions to the contrary. Facts and information in offers, catalogues, brochures, newsletters, price lists, figures, drawings and indications of weights are only binding if they have been explicitly designated as such.
2. Offers shall be valid for 30 days from the date of issue.
3. We reserve unrestricted rights of ownership and copyright to cost quotations, drawings, and other documents. All documents may only be made accessible to third parties after our prior consent and must be returned to us immediately upon demand if we do not get the order.
4. A contract may be regarded as established only after we have issued a written confirmation.

3. Prices/Conditions of Payment

1. As far as nothing is agreed on to the contrary, all prices are net ex works Wachtberg-Villip, Germany, and do not include delivery costs, packaging costs or applicable taxes. Prices/offers are not binding until the date of delivery.
 2. Additional costs (working time, travelling time, mileage allowance, accommodation) will be charged in addition to our current service conditions. Expendables items and spare parts will be charged in addition according the valid rates and conditions as per delivery date.
 3. All invoices have to be paid invariably, without any deductions, 14 days upon receipt, only to the bank account mentioned on our invoice. Country specific taxes and all kind of bank charges/fee shall be borne by the purchaser.
 4. For CRUSE products, such as machines, -parts and components the following payment terms are fixed unless otherwise agreed:
1/3 of the purchase price upon placing of the order
1/3 of the purchase price upon advice of dispatch / latest with pick up
1/3 of the purchase price after installation / receipt of the invoice
 5. The purchaser is delayed - without reminder - if payment is not received due the date of our demand.
- We will charge a late payment fee of nine points more than the lending rate offered by the German Federal Reserve Bank. CRUSE reserves the right of assertion of further damages. The customer shall be free to prove that no damage occurred or that the damage is substantially less.

4. Transportation/Passing of Risk

The risk, or destruction will transfer to the customer upon delivery of the goods to the forwarder or carrier, however, at the latest when the goods leaving the factory or storage facility. This is true whether the consignment is dispatched from the place of fulfillment and of who bears the freight costs. In all cases, shipment shall be at the customer's risk also in the special case of freight-free shipment. By the purchaser's written request we shall insure the shipment at his expense against theft, breakage, transport, fire and water damages, as well as other insurable risks. Transport damages must be indicated to the feeder as well as us in writing immediately by respectation the reporting period. Unless otherwise agreed, delivery will be freight collect ex warehouse in Wachtberg-Villip at the expense of the purchaser or send c.o.d.(cash on delivery).

5. Delivery Times/Right of Withdrawal

Stated delivery times are not binding, unless expressly agreed on as binding. CRUSE shall not be responsible for any late delivery caused by technical difficulties, force majeure or unexpected disturbances of operational procedures. Delayed deliveries do not give the customer the right to withdraw from the contract, demand compensation or assert any other rights or claims. Non-compliance with the agreed terms of payment or a significant deterioration in the customer's financial position becomes known release us from the delivery obligation. In this case we are entitled to refuse a fulfillment and/or to cancel the contract ,should the payment or the required safety not be made due to the agreed date or within a grace period of 10 days.

6. Reservation of proprietary rights

1. The following security shall be granted until full payment of all (also balance) claims and contingent liabilities that are now due and shall in the future be due to the supplier against the customer:
 - Delivered goods remain our property until full payment
 - The purchaser will preserve the ownership or joint ownership for CRUSE free of charge, these are then seen as retained goods.
 - The purchaser is entitled to process and sell the reserved products within the scope of the ordinary business dealings subject to the proviso that he is not in default.
 - Now from the resale or another legal argument to originating demands the customer already resigns protection-half in full extent to us.
2. With behavior contrary to the contract of the customer we are entitled to take back the reservation product at the expenses of the customer or if necessary to require assignment (cession) of the publication claims of the customer against third.

7. Warranty/General limited liability/Damage claim

For defects which also includes the absence of guaranteed quality features, CRUSE shall be liable as followed: All parts which become unserviceable within 12 months, calculated from the day of fulfillment, as a result of a circumstance occurring before the passing of risk for which we can be deemed responsible - due in particular to faulty design, defective material or bad workmanship - will be repaired or replaced, at our discretion, free of charge. CRUSE assume no liability for damages on electrical or financial losses, which are not the result of damages arising from death or injury to body or health, provided there was no gross negligence or an intentional breach of duties by CRUSE or its legal representatives.

Any further liability for compensation is excluded regarding electronic wear parts or damages caused by incorrect cargo handling natural wear and tear. Defects of the items delivered are immediately to be notified in writing, at the latest 8 days after delivery (respectively in case of hidden defects 10 days after discovery) Warranty rights expire if the notification does not occur within the above-mentioned time period or Further claims are excluded or if we do not receive a notification regarding defects or the purchaser caused an improvement without our agreement. Device (Machine) / s and defective parts are to be sent to us freight-free and postpaid. In any cases a improvement must be permitted to us.

To make modifications and inspections, considered as necessary at the contractor's own discretion, the customer has to give time and possibility to proceed this modifications after agreement.

Replaced parts shall become our property.

Non-CRUSE products (or external products) are warranted, if at all, only if our supplier offers a warranty as well.

CRUSE will only assume warranty for used goods and spare parts if agreed by special written agreement. The guarantee period for used goods and spare parts is six months with effect from the day of acceptance/transfer of ownership. If the customer is a consumer in terms of the "German Civil Code", the warranty covers a period of two years within 12 months from the receipt of the product/goods, by service orders due to the date of the issue of the invoice.

Documents and manuals for our products we provide only in German or/and English language.

In case of breach contractual/non-contractual obligations, like impossibility, pre-contractual fault or illegal acts, we are only liable and only up to three mio Euros for the detection of intent and culpable negligence (also for our staff and other servants). Our liability is excluded for damages due to defects or their consequential damages.

If we confirmed guarantee for a certain time or condition, the buyer bears all costs for installation and shipping of the defective part.

8. Performance/Place of Jurisdiction/Other Agreements

1. Place of fulfillment and exclusive jurisdiction for all possible disputes shall be CRUSE's business location, Wachtberg-Villip (or Bonn depending on the value of the claim) unless otherwise stated in confirmation of order.
2. No verbal agreements have been reached concerning our general terms and conditions of Sale and Delivery. Any alterations must be in written form and signed by both contracting parties. This applies also with regard to any proposed deviation from the written form requirement.
3. In the event of individual conditions in the contract being or becoming ineffective, this will be without prejudice to the effectiveness of the remaining conditions. The contracting partners will be required to agree to a new condition which serves the purpose of the meanwhile invalid condition as closely as possible.
4. These general conditions of sale and all legal relations between CRUSE and purchaser (also non-German) shall be governed solely by the law of the Federal Republic of Germany.

Status: April 2017