

**General Terms and Conditions of Sale**  
**Trasco Bremen GmbH**  
(Revision: March 2016)

**I. General**

1. These General Terms and Conditions of Sale ("Terms & Conditions") shall apply between Trasco Bremen GmbH ("Trasco") and customers of Trasco ("Customer") for all goods to be supplied and services to be rendered by Trasco to the Customer. These Terms & Conditions apply exclusively. Conflicting terms and conditions of the Customer or terms and conditions of the Customer that deviate from these Terms & Conditions are not recognised unless expressly and separately agreed to.
2. All agreements made between Trasco and the Customer for the purpose of performing this Contract are specified in these Terms & Conditions, the written order confirmation and Trasco's acceptance notice. Legally relevant declarations and notices which the Customer shall submit to Trasco after entering into the contract (e.g. deadlines, reminder letters, declaration of rescission) must be stipulated in writing to become effective. Individual agreements entered into with the Customer in the individual case take priority over these Terms & Conditions. To be relevant such individual agreements shall be governed by written agreement and/or the written confirmation of Trasco.
3. These Terms & Conditions equally apply to all future business transactions with the Customer. In all future business dealings with businesspersons, public law entities or entities with special funds under public law ("Businesspersons") the Terms & Conditions of Trasco shall apply even if their application has not been expressly or repeatedly pointed out.
4. Customer's rights and obligations resulting from the contract may only be assigned to third parties with the written approval of Trasco.

**II. Offer and Acceptance**

1. All offers of Trasco are non-binding.
2. The Customer's order constitutes a binding contract offer. Unless the order states otherwise, the Customer is tied to its order for a period of three weeks. If the Customer is a consumer any potential right to revoke the order pursuant to article XIII remains unaffected.
3. A contract is only concluded by written acceptance or a contract signed by both parties. The confirmation of an order, the provision of any ordered goods plus notification of their readiness for dispatch as well as the start of the performance of services, works and/or other services for which an order was placed are equivalent to a declaration of acceptance.
4. In the case that an export license from Federal Ministry of Economics and Export Control (BAFA) is necessary or becomes necessary the contract shall become legally effective upon granting of an export license by BAFA. Trasco reserves the right to withdraw from the agreement in the case of subsequent export ban issued by BAFA and is not liable for any damage claims therefrom. The buyer accepts the extensions and deviation from the delivery date caused by the processing period of BAFA.
5. For Customers who are consumers and have a right of cancellation it is agreed that Trasco may start with the execution of the agreed services prior to the end of any cancellation period.

**III. Prices and Scope of Services**

1. Unless otherwise indicated, the prices of Trasco apply for Businesspersons net, ex works, without cash discounts or rebates, exclusive of packaging, freight and possible insurance and are subject to value added tax. The costs of ancillary services that have been agreed such as technical acceptance, expert opinions, etc. as well as possible customs duties will be charged additionally.
2. For Customers, from Germany or the European Union, who are not Businesspersons, prices that are quoted ex works, exclusive of cash discounts or rebates, include the cost of packaging and value added tax. The costs of ancillary services that have been agreed such as technical acceptance, expert opinions etc. as well as possible customs duties will be charged additionally.
3. The costs of delivery and transport are only included if a separate agreement was entered into with the Customer in this regard.
4. Trasco is entitled to reasonably adjust its pricing if the costs of wages, processing and procurement as well as other cost factors have increased considerably provided that more than 4 months have passed between the signing of the contract and the delivery unless fixed prices were agreed. If the Customer is a Businessperson, Trasco may add any cost increases to the agreed prices that have occurred between entering into the contract and its performance. In the event of a price increase in excess of 5% of the agreed price the Customer may rescind the contract by way of a written declaration within 2 weeks following receipt of the notification detailing the price increase. The aforementioned does not apply to services that are supplied or rendered under a continuing obligation.
5. Specifications pertaining to performances, dimensions, weights, prices and the like as detailed in catalogues, brochures, circulars, advertisements, photos and comparable public offers, even in electronic media, unless expressly agreed as binding, are non-binding.
6. The documents belonging to an offer, such as illustrations, drawings, weights and measurements are only approximate unless they are expressly designated as binding.
7. Trasco reserves the right to perform modifications (to the design, shape, shade of colour e.g.) to its services which do not impair the suitability for the contractually agreed purpose provided that they are necessary by virtue of regulatory permits, for technical/statistic or security reasons or due to features that are not available (within the framework of reasonable deviations in optional equipment) and are reasonable for the Customer.

8. Should the Customer request that an order be delivered abroad, the Customer shall obtain any potentially required export permits and shall transmit these to Trasco in time. The Customer's sole responsibility in this regard is maintained even if Trasco supports the Customer with the application process or applies for permits in the customer's name. The Customer's duty to accept remains regardless as to whether the necessary export permits are available or not.

#### **IV. Advice**

Verbal and written information relative to the suitability and potential application options of the goods delivered and services rendered by Trasco as well as recommendations by employees of Trasco are carried out to the best of our knowledge. However, they are non-binding and do not substantiate a legal contractual relationship nor a contractual accessory obligation. In particular, the Customer is not exempt from its duty to examine the goods in order to convince itself that they are suitable for the use intended by the Customer.

#### **V. Payment**

1. Payments are due within 14 days as of the invoice date and prior to the delivery of the goods/services. Relevant for the timely payment is the point in time when the payment is credited to the account of Trasco. Upon expiration of the aforementioned payment deadline the Customer is automatically in default. Interest is payable on the defaulted payment total according to the statutorily applicable rate of default interest. Trasco reserves the right to enforce any further claims for damages caused by default. In relation to Businesspersons, the claim for commercial default interest (Section 353 German Commercial Code) remains unaffected.
2. Trasco is entitled to request a down payment for remuneration which is payable within 14 days as from the date of invoice. Item 1 applies in other respects accordingly.
3. Payment instructions, cheques or bills of exchange are accepted only by special agreement and on account of performance. The cost of safekeeping and redeeming, especially discount charges, are for the Customer's account.
4. If a deferred payment or the acceptance of bills of exchange has been agreed with the Customer, all outstanding amounts of Trasco shall consequently become payable regardless of this contract and the term of the bill of exchange if the customer defaults or if redeeming the means of payment fails for reasons for which the Customer is responsible; if the Customer's financial situation deteriorates substantially; or if the Customer contests Trasco's claim or jeopardises it in any other form.
5. Trasco is entitled to supply goods/render services that have not as yet been supplied/ rendered only after payment of the purchase price or the provision of securities. If the Customer does not comply with its advance payment obligations, Trasco, after granting a reasonable extension, may rescind the contract and claim compensation. Until full payment of the goods including damages the product remains the sole property of Trasco. In case of further non-payment of compensation or other payments within 3 months, Trasco may sell the goods elsewhere. The proceeds will be offset against outstanding payments and compensation, if the proceeds do not fully cover the receivables, plus interest, Trasco's claim for the balance and compensation remains.
6. Trasco is entitled to supply goods/ render services that have been provided or partially provided only after prior payment of the purchase price or by instalments. If the Customer does not comply with its advance payment obligations, Trasco, after granting a reasonable extension, may rescind the contract and claim compensation. Until full payment of the goods including damages the product remains the sole property of Trasco. If works and products are processed together with products that are not Trasco's property (ie. Provision of the base vehicle), Trasco shall obtain co-ownership. The goods resulting by combination, commingling or processing are reserved goods under these provisions. Trasco reserves the right of retention of the goods until payment of all claims has been received. In case of further non-payment of compensation or other payments within 3 months, Trasco may sell the goods elsewhere. The proceeds will be offset against outstanding payments and compensation, if the proceeds do not fully cover the receivables, plus interest, Trasco's claim for the balance and compensation remains.
7. The Customer may only offset claims of Trasco against claims of Trasco if such claims are undisputed or *res judicata*. The Customer may only exercise a retention right if such retention right is based on the same contractual relationship.
8. If the same customer has ordered other goods or services with Trasco and has made down payments, Trasco reserves the right to offset these payments with overdue payments of other orders or to interrupt the service on these contracts until the account is current.

#### **VI. Delivery, Termination by Customer**

1. Stated deadlines and dates for the delivery of goods/rendering of services are non-binding. Fixed business transactions are not entered into. Time periods commence upon entering into the contract.
2. Trasco is entitled to perform partial deliveries resp. render partial services provided that this is acceptable for the Customer. Partial deliveries resp. partial services can be invoiced immediately.
3. Meeting deadlines and dates is contingent upon the timely receipt of all documents and/ or goods to be provided by the Customer, inclusive of customer supplied goods (i.e. base vehicle), all necessary permits and approvals, in particular plans, as well as compliance with the terms of payment and other advance obligations by the Customer that were agreed. If these requirements are not fulfilled in time without Trasco being responsible for this, then the time periods are extended. If and to the extent that Trasco is prevented from meeting its contractual obligations due to the default of the customer (or any subcontractor engaged by the Customer), the Customer loses its right for the provision of resources (personnel and/ or machinery) to his contract. Trasco may assign this Customer a new production deadline which might include a altered production time (that could be significantly higher than the original production time) due to a different resource allocation.

The same applies if amendments and/or supplements are agreed at the Customer's request once the contract has been concluded.

4. Performance delays that are the result of force majeure or other events for which Trasco cannot be held responsible and which significantly impair the performance after the contract has been entered into or which render such performance impossible (and this includes especially natural disasters, industrial action, lock out, official orders, etc.), even if they occur at suppliers of Trasco or their respective sub-suppliers, entitle Trasco to extend the performance by the duration of such impairment plus any reasonable start-up time. Such an event in the meaning of sentence 1 refers in particular to the failed self-delivery or late self-delivery (non-availability of performance) by the supplier if Trasco concluded a matching covering transaction; if neither Trasco nor their supplier are at fault; if Trasco has no obligation to procure in the individual case. Where the non-availability of the contractual obligation was not foreseeable at the time of concluding the contract Trasco is entitled to rescind the contract provided that Trasco, in spite of having previously entered into the respective purchase agreement, did not receive the delivery/service itself; Trasco's liability for gross negligence and intent remains unaffected. Trasco shall undertake to immediately inform the Customer of the non-availability of the delivery/service, to instantly exercise the right of rescission and to immediately reimburse the Customer for services performed. If the Customer is responsible for the non-availability of the performance or if the non-availability occurs during the Customer's default of acceptance, the Customer shall be obligated to pay the agreed price.
5. In the event of non-compliance with deadlines or dates for reasons other than those named in Items 3 and 4 of over six weeks the Customer is entitled, in writing, to set a reasonable deadline, of at least ¼ of the production time, for delivery. If Trasco does not perform by the end of the extension, Trasco is in default. Potential claims for damages against Trasco for default are limited to a maximum 5 % of the agreed price. In the case of a performance delay of more than 6 months both parties are entitled to rescind the contract. The Customer is not entitled to derive any further claims for damages from the performance delay or the rescission.
6. If the Customer exercises a right of termination to which it is entitled and if Trasco is not the cause for the termination, Trasco is entitled, in addition to claims resulting from Section 649 German Civil Code, to a fixed total as added compensation for miscellaneous expenses and loss of profits in the amount of 15 % of the total price which applies to such part of the performance which has not as yet been rendered. It is for the Customer to provide proof that the amount to which Trasco is entitled pursuant to Section 649 German Civil Code is substantially lower than such lump sum.
7. If the contract between Trasco and the Customer precludes a unilateral termination or a cancellation each party shall be obligated to provide its deliveries on time. Should the Customer terminate or cancel the contract prior to down payment Trasco is entitled, even without any expenses occurred, to demand a lump sum of 15% of the total contract value as compensation. If the Customer is a consumer any potential right to revoke the order pursuant to article XIII. remains unaffected thereof.

## **VII. Transport, Acceptance, Passing of Risk**

1. The delivery is ex works.
2. If Trasco, at the Customer's request, organises the shipment of the goods to an alternative destination then such shipment is performed on behalf and for the account of the Customer. If no mode of shipment has been agreed it is for Trasco to determine the mode of shipment (especially transport company, transport route, packaging). Trasco does not guarantee to choose the most cost-effective performance. During transport, the goods are insured at the Customer's request and for its account against breakage, fire, water or transport risks pursuant to the insurance conditions of the insurance provider.
3. Acceptance (acceptance in the meaning of quality inspection not in the meaning of product takeover) of purchased goods or services rendered shall occur at Trasco's facility. In the case of an acceptance and regardless of Trasco's statutory rights, the following shall apply:
  - a) If Trasco demands upon completion – and possibly even prior to the expiration of the agreed deadline – that the performance be accepted, the Customer has the right to examine the item of the performance within 8 days of receiving such request at the agreed place of acceptance; a different period may be agreed to in writing. At the request of Trasco, self-contained portions of the service are to be accepted separately.
  - b) A possible test drive prior to the acceptance is to be restricted to a maximum 20 km within the limits of customary test drives and to be carried out exclusively by employees of Trasco.
  - c) If the goods delivered or services rendered show gross defects the Customer may refuse the acceptance.
  - d) If the Customer does not declare acceptance of the goods delivered or services rendered within a period of 14 days after receiving the request for acceptance even though the Customer is obligated to accept, Trasco may grant an extension of 14 days to the Customer and, if this period expires fruitlessly, may demand final payment, rescind the contract by written declaration or request compensation for damages. After 14 days period the goods/ services are considered accepted. The extension period is not necessary if the Customer seriously and permanently refuses acceptance.
  - e) If Trasco claims damages for late acceptance such damages are calculated as a lump sum of 15 % of the agreed price. The Customer has the right to prove that the damage did not occur at all or is significantly lower than the lump sum. Trasco may claim higher damages after submitting proof. The obligation of the Customer for final payment remains unaffected thereof.
  - f) If the object of the performance is driven during a test drive prior to acceptance by the Customer or its representative the Customer shall be liable for any damage to the object of performance unless Trasco is responsible for such damage.

4. The risk of accidental loss or accidental deterioration of the goods passes to the Customer at the latest upon delivery. However, if the goods are shipped, the risk of accidental loss and of accidental deterioration as well as the risk of delays already passes upon delivery of the goods to the carrier, freight forwarder or other person or institutions determined to perform the transport. If an acceptance has been agreed such acceptance is decisive for the passing of risk. In other respects the statutory provisions relative to contracts for work and services apply for the agreed acceptance accordingly. Handing over and/or acceptance is deemed to have been effected if the Customer defaults the acceptance. If the Customer is in default of acceptance, omits an act of co-operation or if the delivery is delayed for other reasons for which the Customer is liable, Trasco is entitled to demand compensation for damages arising from this including additional expenses (e.g. storage costs). The fixed compensation of Trasco in this case corresponds to an amount of EUR200 per calendar day starting as of the delivery deadline and/or - in the absence of a delivery deadline - as of the notification of the goods' readiness for dispatch. Proof of any higher damage and statutory claims of Trasco (especially the compensation of additional expenses, appropriate compensation, and rescission) remain unaffected; the lump sum, however, is to be calculated towards further monetary claims. The Customer is free to prove that Trasco did not suffer any damage or merely a significantly lower damage than the aforementioned lump sum.

### **VIII. Reservation of Title**

1. Trasco reserves ownership to the goods delivered to a consumer until they have been paid for in full.
2. If the Customer is a Businessperson, Trasco reserves ownership to the delivered goods until the full payment of all claims created from the ongoing business relationship. In the case of a current account the reservation of title serves to secure the respective outstanding balance.
3. For as long as there is a reservation of title the sale, pledging, transfer by way of security, renting or any other type of transfer of the goods delivered/services rendered or of individual parts thereof and also, the fitting into an item owned by a third party without the written approval of Trasco is not permitted.
4. If an item of Trasco is combined or mixed with other items and if consequently the title to the goods subject to the reservation of title of Trasco (Sections 947, 948 German Civil Code) expires, then it shall hereby be agreed that Trasco acquires co-ownership in the single item or in the mixed item to such a degree as the value of the item provided by Trasco relates to the combined or mixed items. If the item is processed with items that are not owned by Trasco, it shall hereby be agreed that Trasco acquires co-ownership in the new item in accordance with the aforementioned sentence. The items that are the result of such a combination, mixing or processing are deemed goods that are subject to a reservation of title in the meaning of these provisions.
5. For the duration of the reservation of title the Customer is obligated to maintain the proper condition of the goods delivered/services rendered and shall have any necessary repairs immediately carried out by a repair service authorised by Trasco.
6. The Customer hereby assigns to Trasco all claims and compensation rights relative to the goods delivered/services rendered that are subject to the reservation of title if they are resold, in the amount of the invoice total for the goods subject to the reservation of title. If the goods that are subject to the reservation of title are resold after being combined, mixed or processed with other goods that are not owned by Trasco, such an assignment of title shall be effected only to the amount of Trasco's co-ownership in the sold item or stock. If the Customer used the goods that are subject to the reservation of title to fulfil a contract for work and materials, the claim resulting from this contract shall be assigned to Trasco to the same degree as is established above for a claim for the purchase price. Trasco hereby shall accept the respective assignment.
7. The Customer is revocably entitled to collect the assigned claims provided that the Customer properly fulfils its payment obligations and is not in default. At the request of Trasco the Customer shall communicate third-party debtors to Trasco and shall provide the necessary information to Trasco and issue the necessary documents for the collection of the claims.
8. In case of a seizure by third parties, in particular in case of an attachment of the items, the Customer is obligated to immediately point out Trasco's title and shall instantly notify Trasco.
9. In the event of conduct on behalf of the Customer which is contrary to the terms of the contract, and especially in the case of default, Trasco – even without setting a reasonable deadline – is entitled to rescind the contract and/or demand that the goods be returned. The request for the return does not constitute rescission. In relation to the realisation of the goods (even under private contract) that are subject to the reservation of title this means that all costs incurred from the return of and from realising the goods shall be borne by the Customer. The costs of realisation are calculated at a fixed 15 % of the proceeds from such realisation plus value added tax. It is for the Customer to prove that the damage did not actually occur or is significantly lower than the lump sum. Trasco may enforce a higher damage.
10. For the duration of the reservation of title the Customer shall take out fully-comprehensive insurance for a vehicle at its own expense.
11. Trasco shall undertake to release the securities to which it is entitled subject to the above provisions at its discretion and upon request to the degree that the value which can be realised exceeds the claims to be secured by 10%.

### **IX. Liability for Defects**

1. If the Customer is a Businessperson, claims for defects on behalf of the Customer require that the Customer complied with its statutory duty to examine and obligation to give notice of defects (Sections 377, 381 German Commercial Code). If a defect becomes apparent during the examination or later, Trasco shall be immediately notified of this in writing. Such notification is deemed immediate if placed within two weeks, whereby to observe the time limit the timely mailing of the notification suffices. Regardless of this duty to examine and obligation to give notice of defects the Customer shall indicate obvious defects (including wrong delivery and delivery shortfalls) within two weeks after the delivery in writing, whereby here, too, to observe the time limit

- the timely mailing of the notification suffices. If the Customer fails to perform a proper examination and/or to give notice of defect, Trasco's liability for such defect which was not communicated, is exempt.
2. In the absence of an agreed quality, statutory provisions shall determine whether there is a defect or not (Section 434 (1) Sentence 2 and 3 German Civil Code). Trasco shall not be liable for public statements on behalf of the manufacturer or of third parties (e.g. advertising statements).
  3. In the event of an obvious defect to goods delivered/services rendered, such goods/services must not be used.
  4. If the Customer is a Businessperson, the following applies to the purchase of goods or the performance of work:
    - a) If the complaint is justified, Trasco is entitled at its own discretion to a supplementary performance by remedying the defect (rework). If Trasco is not willing to provide a supplementary performance for the defects documented by an authorized service shop and confirmed by Trasco's Service Team or is not able to do so and/or if such a performance is delayed beyond reasonable time periods (minimum 6 month) for reasons for which Trasco is responsible or if the supplementary performance fails for any other reason, the Customer is entitled, to demand compensation. Trasco is entitled to perform multiple reworking attempts (a minimum 3 reworking attempts).
    - b) Claims based on a liability for defects relative to new goods become time-barred as of one year of the goods being delivered. This does not apply if statutory provisions compellingly stipulate a longer time period.
    - c) Used goods shall be sold and delivered exclusive of any liability for defects.
  4. Trasco's liability for defects and damage is limited to 5% the contract value. This restriction does not apply if Trasco can be accused of wilful intent or gross negligence and if damages to life, body or health have occurred.
  5. If the Customer is a consumer, the liability for defects expires in case of used goods or exhibits within one year as of delivery.
  6. If a Customer is exposed to claims for defects in relation to goods purchased from Trasco, the Customer's rights from Section 478 German Civil Code remain provided that Trasco is liable for the defects according to the German Civil Code. For any claims for damages beyond expenses for the substitution Item IX.4. applies accordingly.

#### **X. Warranty**

1. The assumption of a warranty on behalf of Trasco is subject to an express declaration.
2. To the extent that a manufacturer warrants the quality of goods supplied by Trasco or the goods guarding a certain quality for a specific period of time, the Customer, regardless of statutory claims, is entitled to the rights resulting from such warranty subject to the terms and conditions set forth in the warranty statement and relevant advertisement against the manufacturer only. Should Trasco be entitled to claims under such warranty, Trasco shall hereby assign these claims *in lieu of performance* to the Customer, who accepts such assignment.

#### **XI. Other Liability, Limitation Period**

1. The following applies to Customers who are Businesspersons: Unless these Terms & Conditions inclusive of the subsequent provisions stipulate otherwise, Trasco shall be liable in the case of a breach of contractual and non-contractual obligations in accordance with the relevant statutory provisions. Trasco's liability for defects and damages shall be limited to maximum 5% of the contract value. Trasco is liable for damages, for whatever legal reason, in cases of wilful intent and gross negligence. In cases of slight negligence, Trasco shall only be liable in case of:
  - a) damage resulting from the breach of a material contractual obligation (obligation based upon which the performance of the contract is contingent and compliance with which the contractual partner regularly relies on and may rely on); in this case liability is limited to replacing the foreseeable loss or damage that might typically occur.

These liability restrictions do not apply to claims of the Customer under the Product Liability Act. In the case of a breach of obligation which does not consist of a defect, the Customer may only rescind the contract or terminate the same if Trasco is at fault for the breach of obligation. A free right to terminate on behalf of the Customer (especially pursuant to Sections 651, 649 German Civil Code) is exempt. In other respects the statutory requirements and legal consequences apply.

By derogation from Section 438 (1) no. 3 German Civil Code the general limitation period for claims resulting from defects in quality and defects in title is one year as from delivery. To the extent that an acceptance has been agreed, the limitation period starts as from the acceptance. Equally unaffected are statutory special regulations pertaining to third party claims for return *in rem* (Section 438 (1) No. 1 German Commercial Code); in the case of malicious intent on behalf of the Seller (Section 438 (3) German Commercial Code); and for claims in recourse against suppliers for the final delivery to a consumer (Section 479 German Civil Code). The above limitation periods apply also for contractual and non-contractual claims for damages of the Customer which are due to a defect of the goods unless the application of the regular statutory limitation period (Sections 195, 199 German Civil Code) would entail a shorter limitation period, as the individual case may be. The limitation periods under the Product Liability Act remain in any case unaffected. In all other cases, claims for damages on behalf of the buyer are subject to the statutory periods of limitation pursuant to item XI exclusively.

2. For customers who are also consumers, the following applies: Trasco is liable according to the statutory provisions for damages to life, body and health by virtue of a culpable violation of duty on behalf of Trasco, its legal representatives or vicarious agents. Moreover, Trasco is liable according to the statutory provisions for

other damage which is based on the wilful or gross negligent breach of contract as well as malicious conduct of Trasco, its legal representatives or vicarious agents. To the extent that the Product Liability Act is applicable, Trasco shall be liable without limitation on the grounds of such provisions. Trasco is equally liable under a quality warranty and/or a warranty of durability provided that such warranty has been issued relative to the supplied goods. If damage occurs due to the absence of a guaranteed quality or durability and such damages do not occur directly to the goods supplied by Trasco then Trasco shall only be liable for this if the risk of such damage is obviously covered by Trasco's quality warranty and warranty for durability. If a damage is due to a default in delivery or a defect which results from a merely negligent breach of a material contractual obligation, meaning the mere negligent breach of an obligation on whose fulfilment the proper performance of the contract is actually contingent and whose compliance with the customer may regularly rely on, then the liability is limited to the damage which was foreseeable at the time of entering into the contract and which is typical to the same. The same applies if the Customer is entitled to claims for damages instead of the performance. Further liability claims do not exist, regardless of the legal nature of the claim brought forward. Trasco's liability for defects and damages shall be limited to maximum 5% of the contract value.

3. The Customer shall undertake to immediately indicate in writing any damage or loss for which Trasco shall be liable, or have them recorded by Trasco.

### **XII. Place of Performance and Jurisdiction**

1. The place of performance shall be the seat of Trasco.
2. For all present and future claims arising from the business relationship with Businesspersons including claims for bills of exchange and cheques, the courts of Bremen, Germany shall have exclusive jurisdiction. The same place of jurisdiction applies if the Customer does not have any general place of jurisdiction domestically; moved his residence or usual place of abode to an international location after entering into the contract; or if his residence or usual place of abode were unknown at the time of the claim being raised.

### **XIII. Consumer's Cancellation Right**

1. If the Customer is a consumer (meaning a natural person who places the order for a purpose which primarily can neither be attributed to his commercial nor to his self-employed occupational activity), the Customer has a cancellation right in accordance with statutory provisions.
2. The Customer has no cancellation right if the Customer ordered the delivery of goods which are not pre-fabricated; whose production calls for an individual selection / definition by the Customer or which is clearly geared towards his personal needs.
3. If the Customer, as a consumer refers to a cancellation right to which he is entitled, he shall bear the regular costs of the return.
4. In other respects the cancellation right is subject to the regulations which are specified in the following **Cancellation Policy.**

#### **Cancellation Right**

You have the right to cancel this contract within fourteen days without stating any reasons. The cancellation period is fourteen days as from the day on which you or a third party that you appointed who is not the carrier, took possession of the goods. To exercise your right of cancellation you will have to inform us,

**Trasco Bremen GmbH  
Zum Panrepeel 24  
28307 Bremen**

Fax: +49 421 458287 1000 / Telephone: +49 421 458287- 0  
E-Mail: info@trasco-bremen.de

by a clear statement (e.g. a letter posted by mail service, a fax or email) of your decision to cancel this contract. To comply with the cancellation period it suffices to have sent off the notification regarding the exercise of the cancellation right before the end of the cancellation period.

#### **Consequences of Cancellation**

If you cancel this contract, we shall immediately refund to you all payments which we received from you, inclusive of the costs of delivery (except additional costs resulting from your choice of an alternative type of delivery other than the most economical standard delivery option that we offer) within fourteen days at the latest as from the day on which the notification relative to your cancellation of this contract reached us. To refund these payments, we use the same means of payment which you used for your original transaction unless expressly agreed otherwise with you. By no means will you be charged any fees for this refund. We may refuse to refund you until we have received the goods.

After delivery you shall return or deliver the goods to us immediately and in any event within 14 days at the latest as from the day on which you inform us of the cancellation. The deadline has been met if you send off the goods before the end of a period of fourteen days.

The immediate costs of returning the goods are for your account.

You shall only have to pay for a potential depreciation in value of the goods if such depreciation in value results from handling other than what is necessary to ascertain the nature, quality and functioning of the goods.

**End of Cancellation Policy**

**XIV. Miscellaneous**

1. The law of the Federal Republic of Germany applies excluding international uniform law and here in particular, the UN Sales Convention. The requirements and effects of the reservation of title are contingent upon the law in force at the place where the goods are stored if, under that law, the choice of German law would be inadmissible or invalid.
2. The place of performance for all mutual rights and obligations is the seat of Trasco. The courts of Bremen shall have exclusive jurisdiction for all legal disputes with Customers who are Businesspersons. Trasco is also entitled to bring action against the Customer at their general place of jurisdiction.
3. Trasco is entitled to contract other Businesspersons as subcontractors in order to perform the contractual obligations.
4. Trasco reserves the title and copyright to quotes, drawings, photos, video, organisational proposals as well as other concepts and offer documents. They must not be made accessible to third parties. At the request of Trasco they must be returned if the contract was not awarded.
5. Trasco points out that the Customers' information relative to the business transactions are processed within the meaning of the German Federal Data Protection Act. Moreover, possible information of the customer is stored with suppliers of Trasco for the purpose of post-market surveillance (e.g. recall campaigns). The Customer declares their agreement with the aforementioned data processing and storing; such agreement can be revoked at any time.

**XIV. Partial Invalidity**

Should individual provisions of these Terms & Conditions be fully or partially invalid, then this does not affect the remainder of these Terms & Conditions.

Bremen, March 03, 2016