

**General terms and conditions**  
**for course of business with consumers**  
**COMCO IKARUS GmbH, Hohentengen**

**§ 1 Applicability, conclusion of contract, written form**

- (1) All offers, deliveries and services are supplied by us in accordance with these general terms and conditions unless a variant agreement has been signed. These general terms and conditions are an integral part of all contracts concerning any of our goods or services which we conclude with consumers.
- (2) These conditions are deemed to have been accepted by the purchaser at the moment he places his order with his uncontradicted acceptance of the confirmation note or when he takes delivery of the merchandise or service.
- (3) All conflicting or varying statements by the purchaser referring to his own terms of business are hereby excluded. Our general terms and conditions are also valid if we deliver without reservation despite being aware of conflicting or varying terms of business of the purchaser.
- (4) Unless otherwise indicated, our quotations are non-binding and remain subject to amendment. A contract with the purchaser is not concluded until we confirm the written order from the purchaser or we deliver the merchandise or service. An order signed by the purchaser but not yet confirmed in writing by us is binding to the purchaser for the period of 14 days. We are entitled to accept the order within this period. Decisive with respect to observance of the time limit is the date on which we send our confirmation to the purchaser. The sending of the ordered merchandise is also deemed as confirmation of the order.
- (5) Warranted properties or lifetimes, property agreements or application statements concerning delivery items and any other additional agreements are only valid in the written form. Agreements and information concerning properties or use of delivery items contained in our quotations have priority over information contained in our brochures, drawings, descriptions, price lists and other documents or samples.

**§ 2 Prices and conditions of payment, set-off and right of retention**

- (1) All prices should be understood to be in EURO, ex Hohentengen factory or another location named by us. They do not include cost of packaging, carriage, postage or custom duties, plus value added tax at the current rate.
- (2) Unless otherwise indicated, payment is due immediately and in full at the agreed point of payment. A purchaser automatically falls into arrears 30 days after expiration of the payment date as per article 286 section 3 BGB (German Civil Code).
- (3) If the purchaser falls into payment arrears or should circumstances arise that put into doubt the creditworthiness of the purchaser, we shall be entitled to demand immediate payment irrespective of the agreed payment dates. In this event we shall also be entitled to demand advance payment or collateral security for outstanding merchandise or services.
- (4) The purchaser shall only be entitled to bring counter-claims if such claims are uncontested and grounded in law. The purchaser has the right to retain payment to the extent that the counter-claim arises from the same contractual relationship.

**§ 3 Delivery dates and default**

- (1) Should the ordered items not be in stock, orders shall only be accepted subject to our receiving correct and punctual delivery.
- (2) Delivery dates are approximate unless an exact date or deadline has been agreed upon and given in writing. Delivery deadlines begin with the date of the confirmation of order but not before all details of the transaction have been clarified, including all aspects of the transaction that require a contribution from the purchaser, in particular advanced payments. The delivery date is the date on which the merchandise leaves the factory or, should shipment not be possible due to no fault of our own, the date on which the purchaser is notified of readiness for shipment.
- (3) We shall be entitled to delay delivery in accordance with the duration of the circumstances that make delivery difficult or impossible (strikes, force majeure, unforeseeable disruption of operations, action by government authorities affecting not only us but also our suppliers and sub-contractors). We shall not be held liable even if such circumstances occur during an existing delay. Should we be unable to fulfil our contract due to such circumstances, we shall be entitled to withdraw from the contract. In this event, the purchaser has no right to claim compensation.
- (4) If we are responsible for failure to meet a binding deadline, the purchaser shall grant us a reasonable extension of time but not longer than two weeks. Should we be unable to meet this extended deadline, the purchaser shall be entitled to withdraw from the contract. The setting of a deadline may be dispensed with under statutory conditions.

**§ 4 Transfer of risk**

- (1) The risk is transferred to the purchaser in the event of default of acceptance or at the time the merchandise is dispatched even if carriage-free delivery has been agreed or we use our own means of conveyance. The purchaser is in default of

acceptance once we have notified him of readiness for shipment and an acceptance deadline set by us has expired.

- (2) Transport insurance shall only be effected on the explicit request in writing by the purchaser and at his expense.

**§ 5 Purchaser's rights regarding defects**

- (1) Changes in an article of sale which result from normal or excessive wear, incorrect or negligent handling through the purchaser or a third party, incorrect assembly or operation, incorrect or insufficient maintenance, unauthorised repairs, alterations or other interference, the use of spare parts not made or approved by us or adverse weather or other external influences are not considered defects to property inasmuch as we are not responsible for these circumstances. Insignificant deviations from contractual qualities and customary quality tolerances do not constitute defects.
- (2) Reference to technical standards does not constitute a guarantee of quality.
- (3) In the event of a defect in a product supplied, the purchaser shall be entitled to exercise the rights provided by law.
- (4) Claims for damages by the purchaser are regulated by the special conditions in paragraph 6.

**§ 6 General limitations on liability**

- (1) We do not accept claims for damages by the purchaser due to obvious defects to the supplied products unless we are notified of the defects within two weeks of delivery.
- (2) Our liability for damages irrespective of legal basis (in particularly with respect to default, defects or other breaches of duty) is limited to foreseeable damages typical for this type of contract.
- (3) The above limitations do not apply to our liability for intentional or grossly negligent conduct, guaranteed quality characteristics, injuries to life, body or health or in accordance with product liability laws.
- (4) The limitations on liability shall be applicable in their entirety to our employees, representatives and agents.

**§ 7 Reservation of proprietary rights**

- (1) We reserve all our proprietary rights for all products supplied until the purchaser has settled all outstanding accounts to the full. During the term of our reservation of proprietary rights, the customer may neither dispose of the reserved goods nor exercise any ownership rights.
- (2) We reserve all our proprietary rights for all our products until the customer has settled all claims arising from the business relationship, including subsequent contracts such as follow-up contracts, repeat orders or orders for spare parts.
- (3) Should third parties, in particular bailiffs, gain access to reserved goods, the purchaser must inform them of our reserved proprietary right and notify us immediately so that we may assert our right of ownership.
- (4) If the customer fails to fulfil his contractual obligations, in particular to effect payment, we shall be entitled to demand return of the reserved goods if we have withdrawn from the contract.

**§ 8 Final provisions**

- (1) The entire commercial and legal relationship between the purchaser and us is governed by German law. The UN Conventions on the International Sales of Goods (CISG) dated 11th April 1980 shall not be applicable.
- (2) Any aspect of these terms and conditions that is unworkable shall have no effect on the validity of any other provisions. The unworkable condition is to be replaced with an alternative designed to fulfil the originally agreed commercial purposes and intent of the parties concerned.
- (3) The data required to process business transactions are stored in a database in accordance with articles 27 ff. BDSchG (German federal law on data protection).