

RONIS – DOM LTD

General conditions of supply and terms of payment

1. Scope of Application

Sales and supplies by RONIS-DOM Limited (hereinafter "RONIS-DOM") are effected exclusively on the basis of the following General Conditions of Supply and Payment (hereinafter "Conditions of Supply"), which the Customer acknowledges by the placing of the order or the acceptance of the delivery. These Conditions shall also apply to all future business transactions with the Customer. The application of any deviating or supplementary business terms and conditions of the Customer shall be excluded, even if RONIS-DOM does not expressly contradict these.

2. Concluding of Contract

- 2.1 Quotations by RONIS-DOM are subject to review. Subject to the provisions in Item 2.2, a contract shall not come into being until written confirmation has been issued by RONIS-DOM, and shall be based exclusively on the content of the confirmation of order and these Conditions of Supply. Oral agreements or undertakings shall require confirmation in writing from RONIS-DOM in order to be deemed valid. RONIS-DOM reserves the right to charge a handling fee amounting to 50.00 GBP plus value of goods in case of orders cancelled by the customer.
- 2.2 Even without written confirmation of order, a contract shall come into being at the latest with the delivery, if the object of contract is the supply of individual keys (replacement/spare keys) or if the supply is especially urgent (urgent order), and in the latter case the receipt of the goods at the Customer is to be effected within four (Vmax) or nine (urgent programme) working days respectively.
- 2.3 RONIS-DOM shall reserve all rights to the sales documentation (in particular to illustrations, drawings, weight and measurement data, the software documentation and the samples, as well as copies of these (collectively "Documents"). The Documents may not be made accessible to third parties, and are to be returned to RONIS-DOM forthwith on request.

3. Delivery Periods and Deadlines

- 3.1 Delivery periods and delivery deadlines shall only be binding if they have been confirmed in writing by RONIS-DOM, and the Customer has notified or provided RONIS-DOM in good time with all the information and documents required for the performance of the supply, and has paid any agreed advances in accordance with agreement. Agreed delivery periods shall begin with the date of the confirmation of order. In the event of additional or extension orders being issued later, all delivery periods shall be extended accordingly.
- 3.2 Unforeseeable, unavoidable events, and such as fall outside the scope of influence of RONIS-DOM and which are not attributable to RONIS-DOM, such as force measure, war, natural disaster, or labour disputes, shall exempt RONIS-DOM from their obligation to effect supplies or services within the due period for the duration of the event. Agreed deadline periods shall be extended for the duration of the event; from the onset of the event, the Customer will be advised in the appropriate manner. In the event of the end of the event not being foreseeable or if it persists for longer than two months, each party shall be entitled to withdraw from the contract.
- 3.3 In the case of objects of supply which RONIS-DOM does not manufacture themselves, the right is reserved for performance to be subject to correct delivery in due time to RONIS-DOM.
- 3.4 In the event of deliveries from RONIS-DOM being delayed, the Customer shall be entitled to withdraw if the delay is attributable to RONIS-DOM, and a reasonable period of grace set by the Customer expires without success.
- 3.5 In the event of the Customer falling into delay with acceptance, or failing to respect other obligations of co-operation, RONIS-DOM shall be entitled, irrespective of their other rights, to place the object of supply in storage in an appropriate manner, at the risk and expense of the Customer, or to withdraw from the contract.
- 3.6 RONIS-DOM shall be entitled to undertake part deliveries if duly justified occasion arises.

4. Dispatch, Assignment of Risk, Insurance

- 4.1 Unless other provisions are stipulated by the Customer, dispatch shall be effected by an appropriate means of dispatch in the usual packing.
- 4.2 Risk shall be assigned to the Customer with the handover of the object of the contract to the transport company or to the Customer himself. In the event of handover or dispatch being delayed for reasons attributable to the Customer, risk shall be assigned to the Customer on the day of notification of readiness to dispatch the object of the contract.
- 4.3 Insurance shall be arranged only at the wish and expense of the Customer.
- 4.4 The Customer shall bear the costs of any proof he may require of the dispatch of the object of the contract (proof of dispatch) to the delivery address provided by the Customer.

5. Prices, Terms of Payment

- 5.1 In the event of the contracting parties not having agreed on a specific price, the price shall be determined in accordance with the RONIS-DOM price list in force at the time of the concluding of the contract.
- 5.2 All prices from RONIS-DOM shall be understood to be ex works, exclusive of statutory Value Added Tax in each particular case, and exclusive of the costs of packing and dispatch, which shall be invoiced separately. The Customer shall bear such public levies as may be incurred in connection with the import of the object of the contract, such as Customs duty.
- 5.3 RONIS-DOM shall be entitled to issue part invoices for part deliveries in the meaning of Item 3.6.
- 5.4 Each invoice from RONIS-DOM shall be due for payment within **30 days** from the date of invoice, without deduction. In the event of this period expiring without payment being effected, the Customer shall be deemed to be in arrears. Payments by the Customer shall not be deemed to have been effected until RONIS-DOM has availed of the sums concerned.
- 5.5 In the event of the Customer being in arrears, RONIS-DOM shall be entitled to demand arrears interest up to the statutory limit. The right to claim further compensatory damages shall remain unaffected thereby.
- 5.6 Bills of exchange and cheques in fulfillment of payment shall only be accepted by RONIS-DOM by special agreement and free of any costs or charges for RONIS-DOM.
- 5.7 The Customer shall only be entitled to offset payments if his counterclaim is undisputed or has been determined with force of law.
- 5.8 The Customer shall be entitled to claim a right of retention only to the extent that his counterclaim is based on the same contract and is undisputed or has been determined with force of law.
- 5.9 In the event of RONIS-DOM recognising the risk of Customer being unable to meet his payment obligations after the concluding of the contract, RONIS-DOM shall be entitled to carry out any deliveries still outstanding only against payment in advance or the provision of a surety. In the event of advance payments or surety payments still not being provided after the expiry of an appropriate period of grace, RONIS-DOM shall be entitled to withdraw in whole or in part from individual or all of the contracts concerned. The right of RONIS-DOM to pursue further rights shall remain unaffected.

6. Right of retention of ownership

- 6.1 Until payment is effected in full of all claims on the part of RONIS-DOM arising from the commercial relationship with the Customer, the products supplied shall remain the property of RONIS-DOM.
 - 6.2 In cases of current invoice, the right of retention of ownership shall be deemed to constitute surety for the claim on the balance accruing to RONIS-DOM.
 - 6.3 The Customer shall only be permitted to effect the sale of the products subject to retention of ownership ("Retention of Ownership Products") by way of due and proper commercial transactions. The Customer shall not be entitled to offer the Retention of Ownership Products in pledge, to assign them as surety, or to arrange for any other availments which might prejudice the right of ownership of RONIS-DOM. The Customer shall hereby assign to RONIS-DOM claims arising from onwards sale, and RONIS-DOM shall hereby accept this assignment. In the event of the Customer selling the Retention of Ownership Products after combining them with other goods or together with other goods, then the assignment of claim shall be deemed to be agreed solely in the amount of the part which corresponds to the price agreed between RONIS-DOM and the Customer plus a safety margin of 10 % of this price. The Customer shall be empowered, subject to possible revocation, to collect the claims assigned to RONIS-DOM in the Customer's own name in trusteeship for RONIS-DOM. RONIS-DOM shall be entitled to revoke this empowerment, as well as the entitlement to resale, if the Customer is in arrears with substantial obligations, such as payment in respect of RONIS-DOM; in the event of revocation, RONIS-DOM shall be entitled to collect the claim themselves.
 - 6.4 In the event of the Retention of Ownership Products being combined with other objects, RONIS-DOM shall acquire joint ownership in the new item in the proportion of the value of the Retention of Ownership Products to the other objects at the time of their combination. In the event of the combination being effected in such a manner that the Customer's item is to be regarded as the main item, it shall be deemed to be agreed that the Customer shall assign proportional joint ownership to RONIS-DOM. The joint ownership thus engendered shall be held in safekeeping by the Customer on behalf of RONIS-DOM.
 - 6.5 The Customer shall provide RONIS-DOM at any time with any information required in respect of the Retention of Ownership Products or in respect of any claims which have been assigned to RONIS-DOM in relation thereto. Interventions or claims by third parties to Retention of Ownership Products are to be made known to RONIS-DOM by the Customer forthwith, with the necessary documents being handed over. The Customer shall at the same time advise the third party of RONIS-DOM's right of retention of ownership. The costs of defence against such interventions and claims shall be borne by the Customer.
 - 6.6 The Customer shall be obliged to treat the Retention of Ownership Products with all due care for the duration of the retention of ownership.
 - 6.7 In the event of the realisable value of the sureties exceeding by more than 10 % the total of the claims by RONIS-DOM which are to be secured, the Customer shall be entitled to request exemption to this extent.
 - 6.8 In the event of the Customer falling into arrears with substantial obligations in respect of RONIS-DOM, such as payment, and RONIS-DOM withdraws from the contract, RONIS-DOM shall be entitled, irrespective of other rights, to demand the return of the Retention of Ownership Products and to make use of them elsewhere for the purpose of satisfying any claims due against the Customer. In this case, the Customer shall grant RONIS-DOM or the agents of RONIS-DOM immediate access to the Retention of Ownership Products, and shall hand them over.
 - 6.9 In the event of deliveries to places respecting other legal systems, in which the foregoing ruling regarding retention of ownership does not have the same surety effect as in Germany, the Customer shall do everything to arrange corresponding surety rights for RONIS-DOM forthwith. The Customer shall co-operate in all measures such as, for example, registration, publication, etc., such as may be necessary and required for such surety claims to be rendered effective and implementable.
 - 6.10 At the request of RONIS-DOM, the Customer shall be obliged to insure the Retention of Ownership Products in an appropriate manner, to provide RONIS-DOM with the corresponding proof of insurance, and to assign claims from the insurance contract to RONIS-DOM.
- ### 7. Quality, Rights of the Customer in the event of Deficiencies, Inspection Obligation
- 7.1 The object of supply shall be of the agreed quality at the time of assignment of risk. This quality shall be measured exclusively in accordance with the specific agreements reached between the parties in respect of the properties, features, and performance characteristics of the object of supply ("Quality Agreement").
 - 7.2 Details given in catalogues, price lists, and other information material provided to the Customer by RONIS-DOM, as well as information describing the product, are under no circumstances to be understood as being a guarantee for a particular quality of the object of supply; such quality guarantees must be expressly agreed in writing.
 - 7.3 Rights of the Customer arising from deficiencies in the object of supply shall be subject to the precondition that he has examined the object of supply after handover, and advises RONIS-DOM in writing of any deficiencies forthwith, but at the latest two weeks after handover. Concealed defects or deficiencies must be notified to RONIS-DOM in writing forthwith after their discovery.
 - 7.4 In the event of any complaint, RONIS-DOM shall be availed of the right to view and inspect the object of delivery which is the subject of complaint. The Customer shall grant RONIS-DOM the time and opportunity necessary for this. RONIS-DOM shall also be entitled to require the Customer to return the object of supply which is the subject of complaint to RONIS-DOM at RONIS-DOM's expense. In this case the most cost-efficient mode of dispatch has to be selected. In the event of a complaint by the Customer proving to be unfounded, and in the event of this having been identifiable by the Customer before making the complaint, the Customer shall be obliged to reimburse DOM for all the expenditure incurred in this connection, e.g. costs of travel of dispatch.
 - 7.5 DOM shall rectify any deficiencies at their own discretion by rectifying the defect free of charge for the Customer, or providing an item free of any defects by way of replacement supply (jointly referred to as "Subsequent Fulfilment").
 - 7.6 The Customer shall accord RONIS-DOM appropriate time and opportunity necessary for Subsequent Fulfilment. Only in urgent cases of impairment of operational safety or the avoidance of disproportionately serious damage, or if RONIS-DOM is in arrears with the rectification of the defect, shall the Customer have the right, after immediate notification to RONIS-DOM, to rectify the defect himself, or arrange for it to be rectified by third parties, and to demand from RONIS-DOM the reimbursement of the costs required for this.
 - 7.7 Parts replaced by DOM are to be returned to RONIS-DOM at their request.
 - 7.8 The Customer's rights in the event of deficiencies shall not apply if deficiencies arise for reasons attributable to the Customer, e.g. due to unsuitable or inappropriate use, and in particular failure to follow the operating instructions, faulty commissioning, incorrect handling (e.g. excessive force), or erroneous installation by the Customer, unsuitable accessories, unsuitable spare or replacement parts, unsuitable repair measures, or natural wear and tear, provided that the deficiencies are not attributable to RONIS-DOM.

7.9 The costs of transport, travel, labour and materials incurred for the purpose of Subsequent Fulfilment shall be met by RONIS-DOM.

7.10 In the event of Subsequent Fulfilment not succeeding, being unacceptable to the Customer, or if RONIS-DOM has declined to act in accordance with Art. 439, Para. 3 BGB (Civil Code), the Customer shall be entitled, at his discretion and in accordance with the provisions of the law, to withdraw from the contract, or to reduce the purchase price, and/or to demand compensatory damages in accordance with Item 8, or the reimbursement of his expenses.

7.11 The statute of limitations for the rights of the Customer in respect of deficiencies shall be twelve months from the delivery of the object of supply to the Customer. For claims for compensatory damages by the Customer for reasons other than deficiencies in the object of supply and in respect of purchaser's rights in cases of aggravated concealed deficiencies or deficiencies caused by wilful negligence, the statutory periods of limitations shall remain in effect. The statute of limitations provisions of Article 479 BGB shall remain unaffected.

8. Liability and Compensatory Damages

8.1 Subject to the ruling under Item 8.2, statutory liability for RONIS-DOM for compensatory damages shall be restricted as follows:

- (i) RONIS-DOM shall be liable, limited in the amount concerned to the typical damages foreseeable at the concluding of the contract, for the infringement due to minor negligence of major obligations arising from the indebtedness relationship;
- (ii) RONIS-DOM shall not be liable for the infringement due to minor negligence of insubstantial obligations arising from the indebtedness relationship.

8.2 The foregoing restriction of liability shall not apply in cases of mandatory statutory liability (in particular in accordance with the Product Liability Law), as well as in the event of the undertaking of a guarantee or culpably incurred physical injury.

8.3 The Customer shall be obliged to take appropriate measures to protect against damage and reduction in value.

9. Product Liability

In the event of the Customer selling the object of supply unaltered or after combination with other merchandise, he shall keep RONIS-DOM safe and harmless

in the internal relationship from product liability claims by third parties, provided that he is responsible for the error or defect which incurred the liability.

10. Commercial Protective Rights

In the event of the Customer specifying, by way of specific instructions, information, documentation, drafts or drawings, as to how RONIS-DOM is to manufacture the products to be supplied, then the Customer shall undertake a guarantee that the rights of third parties, such as patents, utility models, and other protective rights and copyrights, will not be infringed by RONIS-DOM. The Customer shall keep RONIS-DOM safe and harmless in respect of all claims by third parties which may be pursued against RONIS-DOM as a result of such infringement.

11. Lump-sum Compensatory Damages

RONIS-DOM shall be entitled, in the event of non-fulfilment of the contract by the Customer, to demand from the Customer a lump sum in compensatory damages in the amount of 10 % of the price to be paid by the Customer. The Customer shall however be entitled to provide proof that RONIS-DOM has not incurred any damages, or substantially lesser damages.

12. General Provisions

12.1 The Customer shall only be entitled to assign any rights and claims arising from this Contract to third parties after obtaining written approval from RONIS-DOM.

12.2 Amendments and supplements to this Contract and/or these Conditions of Supply, as well as any ancillary agreements, shall be required to be in writing. This shall also apply to any change in this requirement for the written form.

12.3 In the event of a provision of the Contract and/or these Conditions of Supply becoming unworkable in whole or in part, the effectiveness of the remaining provisions shall remain unaffected thereby.

12.4 Exclusive court of jurisdiction for any disputes arising from the contractual relationship shall be Birmingham. DOM shall, however, be entitled to claim against the Customer at any other statutory place of jurisdiction.

12.5 The law of the United Kingdom shall apply, to the exclusion of the United Nations Agreement in respect of International Purchase of Merchandise (CISG).

12.2009

On Behalf of **RONIS-DOM Ltd**

Date

Name

Signature

On Behalf of

Date

Name

Signature
