

General Business Terms of LeuchtBau Werbekonstruktionen GmbH

1. Offers are without obligation for the Contractor (German abbreviation: AN). The Client (German abbreviation: AG) is bound to an order from receipt of the order. The order shall be deemed as accepted if the Contractor delivers the goods, confirms this order or does not explicitly object to an acceptance within a deadline of 1 week.

2. Stated delivery dates are non-binding approximate dates insofar as these have not explicitly been confirmed as fixed dates. The adherence to the dates presumes that the Client provides the services that are to be provided by it such as e.g. hand-over of the façade plans, structural analysis, etc. in time, i.e. directly after the order has been placed. If the Contractor cannot adhere to the agreed delivery deadline, the Client has to grant a reasonable final delivery deadline, beginning from the day upon which the written notice of default of the Client has been received or in the event of a certain delivery deadline according to the calendar with the expiry of this deadline. Please note that advertising structures are ordinarily subject to approval. It is the customer's responsibility to obtain the necessary approval for the affixing of advertising structures. Even if the Contractor stipulated owes the procurement of the building permit, the Contractor shall not be responsible for possible delays in the building permit procedure.

The Client waives the assertion of damages due to default as well as further claims for damages with regard to the procurement risk if the Contractor has no direct fault in case of a possible delay in delivery. This shall in particular apply in the event of exceptional circumstances upon which the Contractor has no influence.

3. The Contractor is entitled to cancel the contract for an important reason. This shall namely apply in case of an essential change to the market prices of the raw materials as well as in case of insufficient creditworthiness of the Client.

4. If goods or services are delivered or provided more than 4 months after conclusion of the contract and if the market prices increase between the time at which the contract is concluded and the delivery the Contractor is entitled to charge the price, which is justified as a result of this increase, i.e. the correspondingly increased price.

5. The Contractor reserves the property and copyright to offers, drawings, drafts, etc. These may not be made accessible to third parties, in particular competitors, and not be used for tender purposes. These are to be returned immediately if the order is not placed. If the Client breaches this provision he has to pay the customary remuneration for their creation to the Contractor, which would have been incurred if the Contractor had been commissioned to create these items against payment.

6. The right is reserved to make changes to the order, which prove to be technically necessary and are deemed reasonable for the Client. The changes requested by the Client will be taken into consideration insofar as these are issued in writing and are still possible according to the respective status of production. Possible thus resulting additional costs will be borne by the Client.

7. The Client shall be responsible for impediments to construction in case of an owed assembly service. The Client shall be responsible for thus resulting additional expenses. A report of an impediment to the Client is only necessary if these additional expenses reach an extent which is no longer deemed reasonable for the Client.

8. Obvious defects are to be reported to the Contractor in writing within two weeks after delivery or collection of the goods. If the Client fails to report obvious defects within the deadline it is excluded with warranty claims in this respect.

Sections 377 f HGB [German Commercial Code] shall apply in the business transactions with merchants instead of the afore-mentioned regulation.

The Client can principally initially only request remedy of the defects as a warranty. The Contractor can at its choice carry out free subsequent

improvement and/or substitute deliveries. If this does not lead to the remedy of the defect or if the subsequent improvement respectively substitute delivery is not provided within a reasonable deadline and if a further subsequent improvement is deemed unreasonable for the Client the Client can assert the statutory warranty claims.

If it is necessary to order new parts from the manufacturer in order to remedy defects its delivery deadline is to be taken into consideration in full when calculating the reasonable deadline for the remedy of the defects. The orderer is to be notified of the expected delivery deadlines by the Contractor immediately upon request.

9. If the Contractor can request damages owing to non-fulfilment from the Client the damages that are to be compensated for shall amount to 25% of the contractual amount if no other damage amount is proven.

10. Further claims of the Client, no matter for what legal grounds, are excluded if they are not due to a grossly negligent or wilful breach of contract by the Contractor or one of its vicarious agents or to the absence of a warranted characteristic. The liability for main service obligations from this contract shall remain unaffected hereby.

11. If the Client terminates the order before delivery or acceptance without the Contractor having stated an important reason for the termination, the Client will owe the Contractor a flat rate of 28 % from the net order amount as a remuneration whereby the saved expenses shall be taken into consideration hereby unless the Client proves that the Contractor saved higher expenses or the Contractor presents that it saved less expenses.

12. If the Client is in default of payment then interest on default will be owed from occurrence of the default of 8 % above the respective base lending rate p.a.

The delivery is carried out at the costs and risk of the Client.

13. The Contractor is entitled to make partial deliveries. In case of a partial delivery/collection the remuneration share relating to the partial delivery/collection shall be due and payable.

14. The goods shall remain the property of the Contractor until the full payment of the owed remuneration.

If the Client is in default of payment then it is obliged towards the Contractor to hand over the goods immediately at its request.

15. During the project all communications need to take place in written form. Only correspondence via e-mail, mail or fax is permitted.

15. The Client can only offset against our claims from this contract with undisputed claims or claims which have been determined final and binding.

16. The place of performance is Munich. The place of jurisdiction for all lawsuits from this contract is Munich insofar as the Orderer is a merchant.