

General Business Terms and Conditions including Revocation Instruction for the consumer (Paragraph XII.)

Glaubitz GmbH & Co. KG, Goerlitzer Strasse 53, 02763 Zittau
Register Court: Dresden, Registration Number: Companies Register (HRA 4688)

Registered Seat: Zittau

Personally liable partner:
Glaubitz Verwaltungs GmbH
Register Court: Dresden

Registration Number: Companies Register (HRB 25672)

Registered Seat: Zittau

Managing Director: Andreas Ullmann

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I. Area of application

1. These general business terms and conditions shall apply to the repair of automotive electronics (also referring to the extent of repair works, Paragraph II.) as well as the delivery of new and spare parts, pursuant to the agreement concluded between us and the ordering party.
2. Our general business terms and conditions shall apply exclusively; we do not recognize any terms from the ordering party which would contradict or deviate from our general business terms and conditions, unless we had specifically agreed to their validity in writing. Our general business terms and conditions shall also apply, if we should execute the services without any reservation, while being aware that any terms from the ordering party contradicts or deviates from our terms and conditions.
3. Our general business terms and conditions shall apply vis-à-vis consumers as well as vis-à-vis companies, unless any respective clause should make any differentiation.

II. No repair work to be carried out on undiagnosable faulty design

Hereby we specifically point out that automotive electronics in exceptional cases may not be defective, but unsuitable for use, ex-works, due to faulty design. Such faulty designs cannot be diagnosed by us, because there is no traceable deviation from the manufacturing condition. Therefore no repair work can be done; the removal of any such faults is not among our duties. We do not assume any liability for damages based on such faulty designs, even if we have returned the device to the customer after an examination, without having diagnosed, pointed out, or repaired any such faults. By regularly evaluating related data published by manufacturers, we try to exclude the possibility for such incidents to occur.

In cases where no faults can be diagnosed in the device during our examination, we do not assume liability nor warranty for the future operability of the device.

III. Offer and conclusion of the agreement

1. The order from the ordering party constitutes a binding offer, which we can accept within two (2) weeks by sending an order confirmation or by delivering the service. However, the completion of the provision of the service within this term cannot be ensured, and may be prolonged due to partial orders. Any offers or price quotations given by us is non-binding and shall strictly remain subject to change without notice. If we, in any singular instance, should make any binding price quotations based on a written price quotation, we shall only be bound to uphold that price quotation if the

ordering party commissions us the respective order within two (2) weeks after the receipt of the price quotation by the ordering party.

2. Should the customer submit an order electronically, the order records as well as these general business terms and conditions shall be saved in reproducible form, and, upon the customer's request, be sent by E-Mail.

3. Any additional agreements and changes to the agreement between us and the customer shall be submitted in writing in order to be valid. Our employees are not authorized to make any additional agreements or to give any assurances.

4. We reserve the proprietary rights and copyrights regarding any illustrations, drawings, calculations, software and any other documents. Before submitting any of them to any third party, the ordering party shall require our explicit written consent.

IV. Prices and payment conditions

1. The prices apply to delivery ex-works. Packaging-, freight-, and postal charges, insurance-, and any other delivery costs shall be charged to the customer additionally and extra, unless otherwise stipulated. Any articles and services, for which no binding prices have explicitly been agreed upon, may also be charged to the customer according to the respective valid price lists. Any subsequent changes to the scope of services, which are rendered upon the request of the purchaser, will be charged extra.

2. Payment is to be done within ten (10) days following the issuance of the invoice without any cash discount deduction. Upon the termination of the aforementioned term the customer will be in default of payment (Paragraph 286, Section 2, clause 2 of the German Civil Code). The decisive date for determining whether a payment was timely, is the date of the receipt of the funds by us. As of the default of payment, default interest in the amount of 8% above the basic interest rate is to be paid for legal transactions, in which no consumer is involved. We explicitly reserve the right to assert any further claims for compensation concerning damages caused by the delay. Any complaint with reference to the invoice shall be excluded after the expiration of the 10-day term for timely payment.

We reserve the right to exclude certain modes of payment to reduce solvency risks, and to render services exclusively in exchange of payment in advance or cash on delivery.

3. The ordering party shall only be entitled to any set-off rights if his counterclaims are legally established or undisputed or acknowledged by us. In case, and to the extent that the purchaser is an entrepreneur, any right of retention shall be excluded, unless the counterclaim of the ordering party has originated from the same contractual relation and is undisputed or has been legally established.

V. Terms of delivery and of service provision

1. Quotations regarding target dates and deadlines for repairs are based on estimations and are therefore categorically non-binding. In the event that in a particular case delivery terms have explicitly been agreed upon and have constituted the basis of the placement of the order, they may still be prolonged due to industrial disputes, in particular strike and lockout as well as unforeseen impediments, which lie outside of our control, for instance natural disasters, business disruptions, delay in the delivery of essential materials, insofar as such impediments substantially influence our ability to deliver our services on time. The same applies, if the customer does not fulfill his obligation to co-operate. A repair is considered to be completed timely, if the object of repair is ready for pickup by the ordering party or for the dispatch thereof before the term of repair is terminated.

VI. Dispatch and Packaging

1. In the absence of any agreement otherwise, we will choose the delivery method according to our best judgement. The dispatching process may be expedited by requesting express delivery. Postal

and packaging charges shall be invoiced extra. As a deviation from this, in case of revocation Paragraph XII of the general business terms and conditions shall apply.

2. Insofar as the purchaser is an entrepreneur, the risks involved in the dispatch of the object by us shall be transferred to the purchaser.

VII. Liability for defects

1. For any possible defects we shall provide guarantee by rectification of defects or supplementary performance. In case the rectification of defects or supplementary performance fails, the ordering party may request at his own choice a reduction of the payment (abatement) or the cancellation of the agreement (rescission). This shall also apply, if we should seriously and finally refuse any rectification of defects.

2. The ordering party shall not be entitled to the right of revocation, provided, that the reported breach of duty should be insubstantial.

3. The aforementioned rights to claims for defects shall become time-barred after one (1) year in the case of repairing of movable objects. This shall not apply, insofar as the given claim is for compensation due to defects. For damage claims due to defects Paragraph VIII of the general business terms and conditions shall apply. For entrepreneurs, the statute of limitations, in case of the delivery of new and spare parts, is one (1) year after the day of dispatch of the goods. For consumers the statute of limitations is two (2) years after the day of dispatch of the goods.

4. Any warranty is excluded in case of defects which result from the non-compliance with the operating instructions for the startup procedure, or use of the delivered object, or, which may be the result of the inappropriate or improper operation of the merchandise. The same applies in case of the improper operation, installation, or activation of the device, as well as the use of inappropriate auxiliary means, tools, or materials by the purchaser or by any third party, and the ordinary wear and tear of the object. Furthermore, we do not assume any liability if the automotive electronics in question had been opened by the purchaser or by any third party.

5. We do not grant any guarantee to the ordering party in the legal sense.

VIII. Liability for damages

1. Our liability for contractual breaches of duty as well as for tortuous claims is limited to cases where the contractual breach has occurred due to intent or gross negligence. This shall not apply in case of injuries to the life, body or health of the customer, or in the case of claims due to the breach of cardinal obligations and compensation of damages caused by delay (Paragraph 286 of the German Civil Code). In this respect, we shall assume liability for any degree of the fault. A cardinal obligation is such an obligation, which the signing parties can consistently count on to be fulfilled, and which enables the contract itself to be performed and the order to be carried out.

2. The aforementioned exemption from liability shall also apply to breaches of duty by our vicarious agents, if the breach of duty occurred due to slight negligence.

3. Our liability for damages, excluding the cases of damage to the life, body or health of the ordering party, insofar as any liability for damages is not excluded for slight negligence, shall become time-barred within one (1) year, starting with the formation of the claim, respectively, in case of compensation claims due to a defect, one (1) year after the day of transfer, respectively, acceptance ex-works.

4. Insofar as liability for damages vis-à-vis us is excluded or restricted, this shall also apply with regard to the personal liability for damages of our employees, salaried employees, staff members, representatives and vicarious agents.

IX. Reservation of proprietary rights

1. In case of agreements with consumers, we reserve ownership of the merchandise until the full payment of the purchase price has been effected.

2. In case the customer is an entrepreneur, we shall reserve ownership of the merchandise until all claims against the purchaser have been complied with, even if the merchandise in question has already been paid for.

3. The customer is bound to immediately inform us regarding any measures of enforcement by any third party on the merchandise subject to retention, by submitting any documents that might be required for the purpose of an intervention. This shall also apply to any interference of any kind whatsoever. Irrespectively of that, the customer is bound to inform any third party beforehand as to the rights existing with reference to the merchandise. In case the customer is an entrepreneur, he shall have to bear our costs for an intervention, insofar as the third party is not able to reimburse them.

4. In case the customer is an entrepreneur, he shall, effective immediately and until the discharge of all our claims against the customer, transfer the right to all claims accruing to him against his customers from the sale/lease of the goods subject to retention to us as security. When processing, altering, or combining with any other object goods subject to retention, we shall acquire immediate ownership to the object thus created. The object thus created shall as well be deemed goods subject to retention.

5. In case the value of the security provided by the purchaser should exceed our entitlements by over 20%, upon the purchaser's request we are bound to release an appropriate portion of our own choosing of the security provided.

X. Statute of limitation of own entitlements

Our entitlements for payment shall become time-barred, notwithstanding Paragraph 195 of the German Civil Code, in five (5) years. Regarding the beginning of the statute of limitation Paragraph 199 of the German Civil Code shall apply.

XI. Form of statements

Legally relevant statements and notifications, which the ordering party shall have to submit to us or any third party, are required to be submitted in writing. This shall also apply to agreements on dispensing with the written form.

XII. Power of revocation in case of long distance contracts for end users within the scope of Paragraph 13 of the German Civil Code

Revocation instructions

Power of revocation

You have the right to cancel your order without stating any reasons, within fourteen days. The deadline for revocation is within fourteen days starting from the conclusion of the contract. To exercise your right to revocation, you must submit to us an unambiguous, written request to revoke your order, under the following address: Glaubitz GmbH & Co. KG, Goerlitzer Strasse 53, 02763 Zittau, Phone: +49 (0)3583/554780, Fax: +49 (0)3583/5547820, e-mail: info@ecu.de. For this purpose you may use our revocation request template, which is available on our website for downloading, however, using our template is not mandatory. Submitting your revocation request before the revocation deadline is sufficient to consider your revocation as timely.

Consequences of revocation

Once you revoke your order, we will, without delay and within maximum fourteen days after the receipt of your revocation request, return to you all payments that we have received from you, including shipping costs (with the exception of additional costs that arise from you choosing any other shipping method than our recommended standard shipping method). We return the outstanding amount via the SEPA-transfer payment method. You will, under no circumstances, be charged extra for this transaction.

You shall have to bear the costs for the re-consignment of the device(s). In case you have requested that we start providing our services before the revocation deadline expires, you are bound to pay us

the amount equivalent to the value of the service we provided in scope of your order from the starting point of the delivery of our services until the receipt of your revocation request by us, bearing in mind the full scope of services we were designated to provide to perform your order..

End of revocation instruction

XIII. Place of performance – Applied law – Jurisdiction

1. The place of performance and place of payment is our registered office.
2. The law of the Federal Republic of Germany shall apply exclusively; the validity of foreign jurisdictions shall be excluded.
3. The place of exclusive jurisdiction in case of agreements with merchants, legal persons under public law, or special funds under public law shall be the court competent for our registered office. We reserve the right to file any action at the place of jurisdiction of the purchaser.

XIV. Severability Clause

In the event that individual provisions of these terms and conditions are or will become invalid, the validity of the remaining provisions shall not be affected. Instead of the invalid provision the one legally admissible provision or treatment shall supersede, which corresponds with the aspired commercial purpose or comes closest to it.