

# General Terms of Orders and Payments of KIN GmbH

1. These General Terms of Orders and Payments constitute an integral part of our offers and contracts - also in current and future business relations and without the requirement of always sending the same for the duration of the business relations. The confirmations of orders and these terms are exclusively decisive for the contractual relationship, any oral side agreements or other agreements require our written consent to take legal effect. The General Terms of Orders and Payments are also exclusively applicable if they are opposed by customer's terms.
  2. The fee fixed in the confirmation of order is decisive for the remuneration to be paid by the customer. We reserve the right to change this fee if more than four weeks elapse between the placement and the execution of an order. In such a case, the respective valid scale of charges and fees of KIN e.V. is decisive. This also applies if a fixed compensation was not explicitly agreed upon in the written confirmation of order. An amendment of the value added tax always results in a corresponding adaptation of the price. We are only entitled to adapt prices accordingly vis-à-vis consumers due to cost increases for which we are not responsible if a permanent obligation exists or in the event of an agreed performance at least four months following the conclusion of contract. Consumers are allowed to withdraw from the contract if the commitment to the contract is not reasonable for them due to the increase of price.
  3. We are entitled to withdraw from the contract if an essential deterioration of the economic situation of the customer occurs, particularly if attachments or other enforcement measures against him are carried out or if judicial or extrajudicial insolvency proceedings are instituted. If the customer is a consumer, KIN e.V. is entitled to withdraw from the contract only after an appropriate deadline has been set and elapsed without success during which the customer was asked to provide delivery versus payment or furnish security.
  4. Terms of execution that have been agreed will be fulfilled according to best judgement; they are however not binding and are applicable subject to correct and timely self-supply amongst traders. Performance terms are extended if unforeseeable events occur, even if they occur at our business or at a supplier's business; they are extended by the duration of such a hindrance. If the performance of contract is not possible for an unforeseeable period and we are not responsible, we are entitled to withdraw from the contract. To consumers, KIN e.V. is obliged to inform the contract partner immediately on non-availability and to reimburse the performance of the contract partner immediately after rescission.
  5. Payment must be made immediately following receipt of the invoice, without deduction and citing the respective invoice number, unless a different agreement was explicitly made. The customer must accept and pay part performances. Reasonable monthly interim invoices may be issued for orders that continue for a period of more than one month. These invoices must also be paid immediately.
  6. A set-off is only allowed with receivables that are accepted by us or that have been established as legally binding.
  7. If the customer is in default with payments that are due, default interest must be paid to the amount of which we must pay our bank for used credits, however at least 5 % above the basic interest rate under § 247 German Civil Code [BGB] – if the customer is a trader, at least 8 % above the basic interest rate under § 247 German Civil Code [BGB] – unless the customer accounts for a lesser damage. The verification of a greater damage is reserved by us.
  8. In the event of delay in performance or an impossibility of performance for which we are responsible, the customer can set a reasonable period of grace in writing which must consist of at least eight days. If the period of grace is not observed, the customer can withdraw from the contract or demand compensation. The compensation claim is limited to the compensation of verified additional costs (covering purchase). The covering purchase requires that at least three comparable offers were sought. Compensation claims exceeding this are excluded unless they are based on gross negligence.
  9. We guarantee that the orders with which we are entrusted are carried out in accordance with the state of scientific and technical knowledge.
- The customer must examine our performance immediately upon receipt and must immediately indicate any defects. Concealed defects must be reprimanded in writing immediately after uncovering them, at the latest within 14 days following their uncovering. Our receipt of the written reprimand is decisive in all cases. § 377 German Commercial Code [HGB] remains unaffected.
10. If the notification of defects is justified, we are only obligated to subsequent improvement or replacement – in commercial business dealings according to own choice – under exclusion of compensation performances. A right to rescission or to price reduction can only be claimed by the customer if a subsequent improvement has become objectively impossible or if three subsequent improvements have failed. The customer does not have the right to withdrawal in the event of insignificant defects. Defects of a part of our performance do not entitle to reclamation of the complete performance unless the part performance is not of interest to the customer. In addition to this, the liability for defects that do not affect the value or the merchantability or only affect the same insignificantly is excluded. Customer payments may only be held back to an extent that is reasonable in relation to the arisen defects of qual.
  11. We do not grant compensation based on non-fulfilment due to slight or normal negligence. We are only liable for gross negligence and intent in relation to traders if the fault is attributable to employees of our company who are legally entitled to represent or who are executives or if our other vicarious agents have violated main or cardinal obligations. In such a case, the liability is limited to damages which we were able to foresee at the time of the conclusion of the contract.
  12. We are only liable for compensation claims based on other legal grounds in the event of a grossly negligent or intentional behaviour of our employees. This is not applicable if we have warranted certain qualities. As for the rest, any compensation claims are excluded both with respect to their grounds and their amounts.
  13. The disclaiming of liability in the above figures is not applicable if the cause of the damage is based on intent or gross negligence.
  14. If the customer is a trader, all warranty claims become time-barred one year after the passing of risk.
  15. Copies of written documentation which was submitted to KIN e.V. for inspection and which are important to the execution of the order may be made for our files. Besides the right to use software which was forwarded to us for the execution of the order, including its documentation, to the extent permitted by law, we are entitled to use it as per the agreed performance features and to the extent necessary for the contractual use of the product. We may also produce a backup copy without explicit agreement.
  16. KIN e.V. and its expert employees may not disclose or exploit business and operating conditions which become known to them during performance of their job without authorisation.
  17. The customer is entitled to exploitation of the results gained by KIN e.V. However, the customer undertakes to notify KIN e.V. in writing and in due time prior to any publications.
  18. The place of performance for payment and the other performances of the customer and for all other rights and obligations arising from the business transaction is Neumünster. Neumünster is deemed as agreed as the place of jurisdiction for all disputes indirectly or directly resulting from the business dealings as well as the validity of concluded contracts.

## Final Provisions

If one or several of these provisions should be legally invalid, the validity of the other provisions remains unaffected thereof. The contractual parties undertake to conclude a substitute provision for this case which corresponds to the intended purpose of the invalid provision as best as possible.

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