

General Business and Delivery Terms and Conditions of BrandedMics Corp.

1 GENERAL

(1) These "General Business and Delivery Terms and Conditions of Schulze-Brakel GmbH" (hereinafter referred to as "Terms and Conditions") are a direct component of the contractual agreements concluded between the company and our customers regarding our services. Unless otherwise agreed, all offers, acceptances and services are conducted exclusively on the basis of these Terms and Conditions. Within the framework of an existing business relationship with the customer, the Terms and Conditions are also part of the agreement even if we do not once again expressly make reference to their inclusion.

(2) The following applies to existing agreements: The customer will be notified in writing of amendments to these Terms and Conditions. If the customer agreed to correspond with us via an electronic communication channel within the framework of the business relationship, the amendments may also be communicated in this way, if the type of communication allows the customer to save or print out the amendments in a readable format. They are considered approved if the customer does not object in writing or in any other agreed electronic mode of communication. The notification will include explicit reference to this consequence. The customer must send us the objection within six (6) weeks of the notification of amendment.

(3) Deviating terms and conditions of the customer are hereby objected to; these are also not deemed to be accepted during execution of the agreement. Sentence 1 also applies to possible provisions on contractual penalties. Other agreements, in particular guarantees, amendments and supplementary agreements, only take effect if we expressly agree to such.

2 OFFERS/ORDERS

(1) Our offers are non-binding and subject to change unless otherwise indicated in the offer.

(2) Drawings and images, if any, included as part of the offer are to be regarded as approximate only unless otherwise expressly designated as binding in the offer. Offers are subject to changes that are standard in the industry as well as changes that represent technical improvements provided that the use as stipulated in the contract is not impeded.

(3) We retain ownership of all offer documents. The offer documents may not be duplicated or made accessible to third parties without our consent. Copyright and other rights to intellectual property remain unaffected.

(4) The agreement takes effect only upon written order confirmation by us. If an order confirmation is not sent, the agreement takes effect upon delivery of the goods and our invoice subject to all necessary import and/or export permits.

(5) If an increase in our production costs occurs between conclusion of the contract and delivery (e.g. due to increased material or salary costs, exchange rate changes for imported goods, tax increases, etc.), we are entitled to adjust the prices accordingly.

3 DELIVERY AND SHIPPING CONDITIONS

(1) Dates and deadlines for deliveries and services are to be regarded as approximate only unless such have been agreed upon in writing. With regard to the start date of deadlines for deliveries and services, the date of our order confirmation or the receipt of payment in cases where the customer is obliged to issue advance payment shall prevail. If fixed delivery dates are agreed upon, we hereby object to provisions of the customer regarding possible contractual penalties in the case of non-compliance with the delivery date.

(2) The customer must ensure that the acceptance of goods is performed by an authorized recipient according to the current valid legal provisions.

(3) If the delivery is delayed for reasons that the customer is responsible for, delayed acceptance and transfer of performance risk takes effect as soon as we inform the customer that the shipment is ready for delivery. We are entitled to invoice the customer for all incurred costs, e.g. related to storage. Sentence 2 only applies if the delivery is delayed because the necessary permission and/or proof of handling permit are not available.

(4) The customer is entitled to withdraw from the agreement pursuant to the statutory provisions only if we are responsible for the delay in delivery and the customer sets a reasonable deadline for delivery according to the legal provisions and we do not comply with this deadline. The right to withdraw from the agreement according to Sentence 1 is excluded if the customer is solely or predominately responsible for the circumstance that would entitle the customer to withdraw, or when the circumstance arises at a point in time at which the customer is in default of acceptance. Claims for damages are excluded in the above cases. We are obliged to notify the customer immediately in every event of lack of availability of deliveries and services.

(5) Excess or shortfalls in deliveries that are standard in the industry are permissible as far as a specific amount is not required. Partial deliveries are also permissible to a reasonable extent. In this context, each partial delivery is considered an independent legal transaction.

(6) Upon conclusion of the contract, the customer commissions us with shipment or transport of the goods on behalf of the customer. This does not apply if the customer objects in writing to the shipment/transport by us within one week of receipt of our order confirmation.

(7) The Incoterms in the latest version agreed in the order confirmation apply. If the delivery is delayed for reasons that the customer is responsible for, the risk is transferred to the customer from the point at which the shipment is ready for dispatch.

(8) Packaging provided by us is to be used for shipping. We charge a usage fee if packaging on loan is used. The packaging on loan is to be returned to us within 30 day of shipment free of carriage charges to the address stipulated by us. If the loan duration as per Sentence 2 is extended, a loan fee will be charged for each month commenced. Returned packaging must be free of radioactive contamination. The customer is liable for all damages caused by improper handling or any decontamination expenses related to external contamination. Collection costs and additional costs incurred as a result of damages to the containers will be invoiced to the customer.

(9) Shipping takes place in accordance with the legal provisions. We reserve the right to select the shipping route and mode of shipment. Incurred additional costs based on customer requests will be charged to the customer.

4 PRICES AND PAYMENT CONDITIONS

(1) The pricing for the agreed services is formed on the basis of our respective valid price list unless customer-specific price agreements exist. Our prices apply in accordance with Incoterms in their current version. Prices are exclusive of the applicable value added tax (VAT). Costs for packaging, shipping, customs, transport and insurance costs, import and export taxes and other taxes will be charged separately.

(2) Remuneration is to be paid within 14 days of the invoice date without deductions unless otherwise agreed.

(3) In the event of customer payment default, we are entitled to apply default interest at the statutory rate until payment has been made in full. The assertion of further claims for damages is hereby not excluded.

(4) Regardless of the customer's provisions stating otherwise, we are entitled to first apply payments to the customer's earlier debts. The customer is only entitled to exercise its rights of retention or to offset if its counterclaim has been legally established by a court of law, is uncontested or is recognized by us in writing. The assertion of rights of retention that is not based on the same contractual relationship is excluded.

(5) The customer's payment obligation does not lapse if the goods cannot be delivered for reasons that the customer is responsible for and that are not subject to § 3 (3). This applies particularly in the case that documents which provide evidence of the authorization of the customer or of a third party supplied by the customer to receive the goods were not submitted to us or were not submitted in full or within the deadline.

5 RETENTION OF TITLE

(1) We reserve the right to retain ownership of the goods ("Retained Goods") until the purchase price has been paid in full even if the goods are to be built into equipment or are to be transferred (extended retention of title).

(2) In the event of customer payment default, we are entitled to prohibit the customer from using Retained Goods or to take them back. Taking back the goods represents a withdrawal from the agreement only if we expressly declare such in writing. Additional costs arising from taking back the goods will be invoiced to the customer. Additional costs within the meaning of Sentence 3 include costs related to verification of receipt, assessment or disposal.

(3) Any processing of Retained Goods by the customer will be conducted exclusively on our behalf within any resulting obligation for us. Retained Goods also remain our property if they have been processed. Sentence 2 also applies to Retained Goods which have been processed into a new item.

(4) Retained Goods also include independent detachable installations or installations with special rights if Retained Goods are combined with items of the customer or a third party. If Retained Goods are combined with items that do not belong to the customer, or if the special rights are lost, we acquire joint ownership of the new item proportionate to the value of Retained Goods to the other combined items at the time of combination.

(5) If the customer is not in default, the customer is entitled to sell Retained Goods within the framework of ordinary business. The customer, however, assigns to us the claims to which it is entitled arising from the sale including all supplementary agreements. The customer is to ensure that the resulting claims are transferred to us. The customer is entitled to call in the surrendered claims in its own name and on its own account until revoked. Provided that the customer fulfills its payment obligations arising from the business relationship, we are not entitled to revoke this authorization. If the conditions for revocation exist and we have issued declaration of such, the customer is obliged to notify us of the unpaid claims and their debtors, to provide the information required for collection and to notify the debtor of the assignment without delay.

(6) If a third party gains access to Retained Goods, in particular by means of seizure of assets, the customer will notify the third party of our ownership of Retained Goods and inform us without delay. The customer is not permitted to pledge or assign Retained Goods as security.

6 WARRANTY

(1) We guarantee that the goods delivered are free of material defects at the time of transfer of risk. The goods are free of material defects if they are of the contractually agreed quality. If we are obliged to assemble the goods, a material defect also exists if the assembly is not conducted properly. We also guarantee that services are performed in proper professional quality.

(2) Warranty is excluded for goods that have been repaired or changed by parties other than those authorized by us, have been improperly used or subject to an infringement of duty of care or an accident, or have been operated, maintained or inspected in a manner contrary to the operating instructions provided by us.

(3) The goods delivered are to be inspected with due care for obvious defects by the customer without delay upon receipt. The goods are deemed approved if we do not receive a written notification of defects within three (3) calendar days after receipt. If defects could not be detected despite diligent inspection, this deadline shall apply after the defect is detected. It is mandatory that damages to the packaging and other recognizable transport damages to the goods are reported to the carrier, freight forwarder or other person commissioned to perform the shipment at the time of delivery. Defects that are not obvious are to be reported in writing without delay upon appearance, at the latest, however, within one year of transfer of risk. § 377 of the German Commercial Code (HGB) also applies.

(4) With regard to defects, we are obliged at our discretion to either eliminate defects or to deliver goods free of defects within a reasonable deadline. The customer is entitled to withdraw from the agreement or reduce the purchase price only if this subsequent performance is unsuccessful or is not performed within a reasonable deadline.

(5) At our request, the goods that are the subject of the complaint are to be returned to us carriage paid and properly packaged. In the event of justified complaints regarding defects, we will reimburse the necessary costs of returning the goods. Goods are to be returned in accordance with § 9.

7 LIABILITY

(1) Our liability regarding claims for damages, in particular based on the infringement of obligations arising from this contractual relationship as well as on the basis of statutory provisions, is limited in cases of slight negligence to compensation for typical, foreseeable damage, as far as this does not involve a breach of fundamental contractual obligations (essential obligations). The restriction is also not applicable to injury to life, limb or health of persons as well as to cases of strict no-fault liability as defined by law. The above-stated liability restriction applies to the same extent for the personal liability of our legal representatives and agents.

(2) Unless other limitation periods are mandatory under the law, the limitation period for liability claims against us is one (1) year, which commences upon the statutory start date of the limitation period.

8 SERVICES

(1) Services include work on products and items, in particular installations or repairs, integrity tests, refilling, cleaning, storage, transportation and other contract work. The performance of these services on the third-party property is conducted at the customer's own risk. Prices are calculated according to the cost of materials and time required, and will be contractually agreed upon.

(2) Suitable and authorized packaging must be used (preferably the packaging used by us for delivery) for returning products. The customer may also request suitable packaging from us for the shipment and use this for shipping. We are entitled to charge the customer a fee for the loan of suitable packaging. Proof of the suitability of the packaging must be provided by the customer and must be confirmed by us in writing.

(3) The costs of transport and return transport are borne by the customer. Sentence 1 does not apply in cases as per § 6 (5). At the request of the customer, insurance against loss and/or damage may be purchased for the transport as well as for the duration of the period in our plants.

9 RETURN SHIPMENTS

(1) Return shipments can be conducted for the purpose of retrieval (including disposal, exploitation or recycling) or based on complaints.

(2) Prior written consent is required for the return shipment, which takes place at the customer's own risk and expense. The customer must give notice of an appropriate deadline agreed with us prior to shipping.

(3) Return shipments received by us without our prior written consent or without prior notification as per (3) will be returned at the sender's expense. Alternatively, we can store products in a shipping warehouse at the customer's expense. We are entitled to charge the customer a processing fee for the processing of the return shipment and for any necessary quality control checks.

(4) Suitable and authorized packaging must be used (preferably the packaging used by us for delivery). The customer may also request suitable packaging from us for the shipment and use this for shipping. We are entitled to charge the customer a fee for the loan of suitable packaging. Proof of the suitability of the packaging must be provided by the customer and must be confirmed by us in writing.

(5) The customer bears the costs and risks associated with the return shipment.

10 FORCE MAJEURE/CANCELLATION OF PERMITS

(1) In cases of force majeure, or other hindrances that are not foreseeable at the conclusion of the agreement or for which we are not responsible, which significantly impede or make it impossible to render delivery and services, and in the event that the duration of the hindrance is not temporary, we are entitled to withdraw from the agreement without penalty. In the event of temporary hindrance, the deadlines and dates of deliveries and services are extended or postponed by the duration of the hindrance plus an appropriate lead time. Cases of force majeure particularly include labor disputes, serious transportation disruptions or operational disruptions of any kind, difficulties in procuring materials, electricity, or deliveries from suppliers, governmental measures and natural disasters.

(2) If the official permits which are required for the performance of our services are cancelled, we are entitled to revoke binding offers and withdraw from agreements without penalty.

11 DETERIORATION OF CUSTOMER'S FINANCIAL SITUATION

(1) If, after conclusion of the agreement, we become aware of circumstances that call the customer's solvency into question, we are entitled to request full payment or an appropriate security before further execution of the contract, or to withdraw from the agreement after providing a reasonable deadline for the full payment or security.

(2) Circumstances that call the customer's solvency into question particularly include repeated seizure of assets or other enforcement measures and the opening of insolvency proceedings.

12 FINAL PROVISIONS

(1) The place of jurisdiction for all disputes arising from the contractual relationship is the registered office of our company.

(2) Our legal transactions with the customer are subject exclusively to the laws of the Federal Republic of Germany. The UN Convention on Contracts for the International Sale of Goods (CISG) does not apply.

(3) If individual provisions of these Terms and Conditions are or become ineffective in part or in whole, the effectiveness of the other provisions shall remain unaffected. A legally effective provision that comes as close as possible to the economic purpose intended by the ineffective provision as far as legally permissible shall be deemed agreed upon to replace the ineffective provision or ineffective part of the provision. This also applies in the event that the agreement is incomplete.